DOCUMENT RESUME

ED 333 789 HE 024 634

TITLE Collective Bargaining Agreement: Kent State University and American Association of University Professors, Kent State Chapter. Effective September 16, 1989.

INSTITUTION American Association of Univ. Professors, Washington, D.C.; Kent State Univ., Ohio.

PUB DATE 13 Sep 89

NOTE 82p.; Document contains small print.

PUB TYPE Legal/Legislative/Regulatory Materials (090)

EDRS PRICE MF01/PC04 Plus Postage.

DESCRIPTORS Access to Information; Arbitration; *Collective Bargaining; *College Faculty; *Contracts; *Employment Practices; Equal Opportunities (Jobs); Faculty Evaluation; Faculty Workload; Fringe Benefits; Governance; Grievance Procedures; Higher Education; Job Layoff; Personnel Policy; Reduction in Force; *State Universities; Teacher Dismissal; Teacher Employment Benefits; Teacher Placement; Teacher Promotion; Teacher Salaries; Teacher Strikes; Tenure; Unions

IDENTIFIERS *AAUP Contracts; American Association of University Professors; *Kent State University OH

ABSTRACT

The collective bargaining agreement between Kent State University and the Kent State chapter of the American Association of University Professors is presented. Detailed are policies under the following 14 articles: recognition and dues deduction; management rights; governance (faculty participation at several levels); grievances and appeals procedures; sanctions for cause; faculty workload (regular academic year and summer and intersession workload); retrenchment; promotion and tenure; salaries and benefits (for academic years 1989-90, 1990-91, 1991-92, summary of previous provision); no strike no lockout; association rights; notification of nonreappointment and resignation; miscellaneous; duration and negotiation procedure. Several addenda contain university policy regarding promotion, faculty tenure, and teaching load as well as salary schedules for overload and summer teaching for 1989, 1990, and 1991. (JB)

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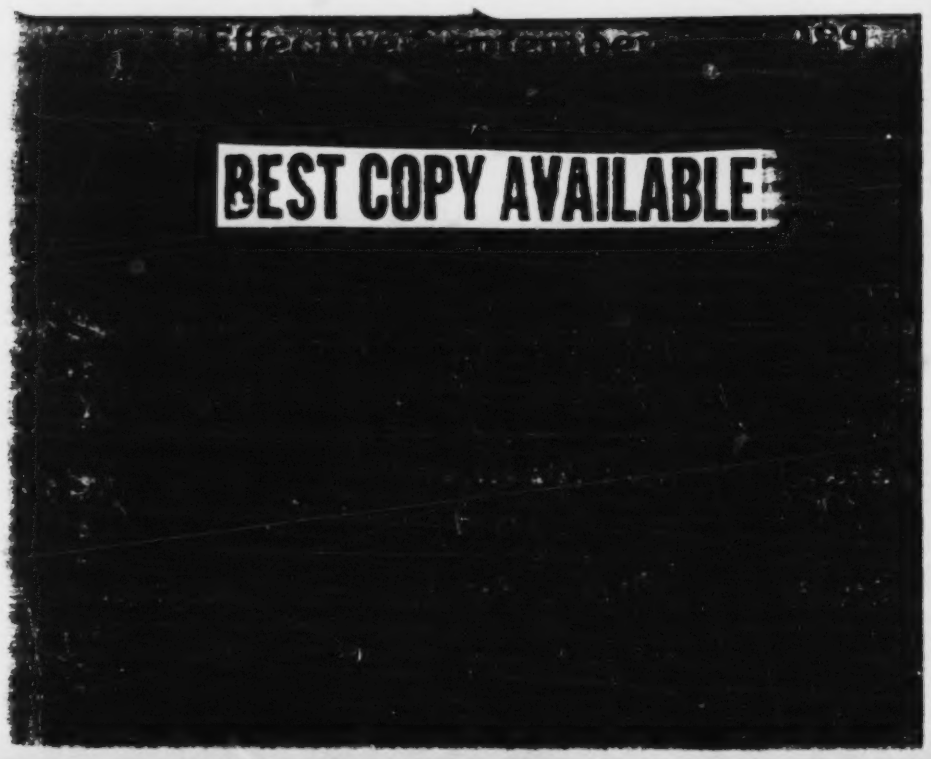

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Collective Bargaining Agreement

Kent State University and the American Association of University Professors, Kent State Chapter, hereby agree to modify and extend the existing Collective Bargaining Agreement effective as of September 16, 1987 as stated herein and to incorporate these modifications into a new Collective Bargaining Agreement to be effective as of September 16, 1989.

Preamble

THIS AGREEMENT is made and entered into this *13th* day of September 1989, effective as of September 16, 1989, by and between KENT STATE UNIVERSITY (hereinafter called the "University") and the AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS, KENT STATE CHAPTER (hereinafter called the "Association").

Intent and Purpose

The parties to this Agreement desire to establish and maintain an atmosphere of mutual understanding and cooperation that will promote to the fullest extent the basic purposes of Kent State University. The parties endorse the University's commitment to the achievement of optimal conditions of intellectual discovery, human development, and responsible social change and recognize that it can best realize these goals within an atmosphere of freedom and fairness. To these ends the parties reaffirm their belief in the moral and legal principles supporting a University environment free of decisions and judgments based on race, color, religion, sex, age, handicap, or national origin. The University must remain a place where there exists the right freely to inquire, teach, discuss, publish, and disseminate the results of inquiry. To these ends the parties support and pledge themselves to abide by the concepts of non-discrimination and academic freedom.

The parties have endeavored to produce in this Agreement a document which is completely in keeping with these principles. The parties commit themselves to administer this Agreement in such a way as to insure that the above stated purposes of Kent State University shall be fully served. However, except to the extent expressly set forth in this Agreement, it is not intended that the collective bargaining relationship embodied herein will supersede previously existing and hereafter established, modified or terminated policies and procedures which implement the intent and purpose set forth in the preceding paragraph, nor shall such relationship, except when expressly set forth herein, in any way modify or directly impact the future role and function of any other University recognized committee or body including but not limited to the Faculty Senate.

ARTICLE I
Recognition and Dues Deduction

Section 1. The University recognizes the Association as the exclusive representative for the members of the bargaining unit described below for the purpose of collective bargaining as defined in Section 4117.01 of the Ohio Revised Code.

The bargaining unit shall include all Kent Campus and Regional Campus full-time teaching and research faculty members, full-time faculty in Library Administration, and full-time University faculty members. Current faculty eligibility shall be determined by the position stated on the 1987-1988 individual contracts. The following shall be excluded:

1. President
2. Provost and Vice President for Academic and Student Affairs* (including Associate, Assistant, and Acting)
3. Vice Provost for the Extended University [Regional Campuses], (including Associate, Assistant, and Acting)
4. Deans and Directors of Libraries (including Associate, Assistant, and Acting)
5. Academic Unit Chairpersons and School Directors**
6. Administrative Directors and Supervisors (including Associate, Assistant, and Acting); Major Academic Program Directors and supervisors (including Associate, Assistant, and Acting); Regional Campus Deans (including Associate, Assistant, and Acting)
7. Adjunct, Part-time, Temporary, and Visiting Faculty
8. Teaching Fellows, Graduate Assistants, Research Assistants and Fellows, and University Fellows
9. Administrative Contract Employees
10. Military Personnel
11. Full Service Athletic Coaches Without Earned Faculty Rank

*Hereinafter referred to as Vice President for Academic Affairs.

**Hereinafter singularly designated as Departmental Chairperson and the academic unit as Department.

Section 2. The University will deduct regular monthly dues, as well as initiation fees and assessments, if any, from the pay of the faculty members, as defined in the preceding Section, upon receipt of individually signed authorizations on a form which has been approved by the University.

Section 3. The University's obligation to make deductions shall terminate automatically upon thirty (30) days written notice of revocation of authorization to the Association or upon termination of employment.

Section 4. Deductions will be made from the monthly pay based on cards submitted on or before the tenth (10th) of that month.

Section 5. All deductions under Section 4 above, together with an alphabetical list of names of faculty whose dues have been deducted, shall be transmitted to the Association no later than the fifteenth (15th) of the following month, and upon receipt, the Association shall assume full responsibility for the disposition of all funds deducted.

Section 6. The Association agrees that it will indemnify and hold the University harmless from any and all claims, damages, actions, or suits of any nature arising out of, related to, or in any way connected with the enforcement or application of this Article.

ARTICLE II
Management Rights

Recognizing that Ohio law vests full authority and responsibility for the operation of the University in the Board of Trustees and restricts the power of the Board to delegate its authority and responsibility, the University, acting by and through its duly constituted authorities, retains and reserves exclusively to itself all rights, powers, prerogatives, responsibilities, and authority vested in it, whether exercised or not, none of which are in any way, except as expressly set forth elsewhere in this Agreement, directly or indirectly subject to the Grievance Procedure set forth in Article IV of this Agreement. Without limiting the generality of the foregoing, it is understood and agreed that except where expressly stated in this Agreement, nothing contained herein shall in any way limit the Board's right to adopt new or modify or terminate existing policies, rules, regulations, and procedures in furtherance and accomplishment of its statutorily mandated authorities and responsibilities nor limit the University's right and responsibility to exercise those rights specifically enumerated in Section 4117.08(C) of the Ohio Revised Code.

ARTICLE III
Governance

Section 1. Faculty Involvement in University Governance

A. It is recognized that members of the faculty are uniquely qualified to participate in the governance of the University, particularly with respect to academic matters. It is also recognized that faculty members acting in concert with other constituencies within the University can provide valuable assistance in advisory and recommendatory roles to all levels of the University administration, including the President. Accordingly, it is hereby declared to be the policy of the University and of the Association to cooperate in providing to members of the faculty meaningful advisory and recommendatory input into the governance of the University through a variety of methods.

B. During the term of this Agreement the procedures and committees hereinafter set forth shall be maintained as the minimum apparatus for providing faculty participation in academic affairs of the University. However, the following apparatus is not exclusive, as it is further recognized that faculty participation in University governance will also be provided through a variety of standing and/or ad hoc bodies as presently existing or as hereafter modified, terminated, or created by the Board of Trustees, the administration, and/or the faculty as the case may be.

Section 2. Faculty Participation in Departmental Governance.

A. In view of the necessary participation of the faculty in departmental academic affairs and the need that all regular full-time faculty members of the department shall be adequately represented, it is hereby agreed that a Faculty Advisory Committee (FAC) shall be established for each department, which committee shall be representative of the full-time faculty members of the department and shall, at all times, be comprised of such persons as shall be determined from time to time by the regular full-time faculty members of the department. The FAC may comprise, upon the vote of the regular full-time members of the faculty, the entire membership of the faculty or such portion or representative persons from the departmental faculty as may be determined

by the members of the faculty within the department. A representative of the Collegial Advisory Committee (CAC) shall be elected from and by the departmental FAC.

B. The entire regular full-time faculty of the department acting on its own behalf and/or through the FAC adopted and empowered in accordance with the preceding paragraph, shall be an advisory and recommendatory body to the Departmental Chairperson on those academic matters which are central to the department's mission which include, but are not necessarily limited to, the following: issues concerning tenure and promotion; appointment of new faculty; non-reappointment and dismissal; allocation of academic staff, program development, and discontinuance; evaluations relating to salaries and merit increases; budget priorities and guidelines; selection and structure of committees; teaching assignments and class schedules; research and other leaves; the establishment and maintenance of the academic unit policy book; insuring that students are properly advised; insuring that instructional standards are followed; and insuring that class and other duties of faculty members are met. It is expected that the departmental faculty will also participate in the activities of a variety of other standing and/or ad hoc committees relating to the above listed and other academic matters including, but not limited to, the established curriculum committee.

C. It is recognized in this Agreement that while the Chairperson is the chief administrative officer of the department and thus directly accountable to the Dean, the Chairperson or his/her equivalent is in a unique position in the collegial community in that he/she is also accountable to the faculty members of the Department for which he/she is Chairperson. As such, he/she is responsible for recording, maintaining, and implementing the policies and procedures contained in the departmental handbook which is to be developed and implemented after full consultation with the departmental faculty. He/she is responsible for insuring that such policies and procedures are in conformity with the University policy register, collegial rules and regulations, the rules of the office of the Vice President for Academic Affairs and implementing regulations, and with the terms and conditions of this Agreement.

It is also recognized and agreed that while the Chairperson of the department shall be an ex officio non-voting member of the departmental FAC, and as such shall be an academic officer charged with the responsibility and the authority of representing the department in collegial and University matters, such Chairperson is also expected to be cognizant of and receive the advice of the available departmental faculty before making decisions and/or recommending decisions to a higher academic officer. With respect to any matter on which the FAC has been consulted, the Chairperson will notify the FAC of his/her decisions and/or recommendations. In making written recommendations or reports to a higher academic officer on such a matter, the Chairperson will indicate the fact of FAC consultation and the nature of the pertinent FAC advice. It also is expected that the Chairperson routinely will inform the FAC of final administrative determination on matters on which it has been consulted.

In fulfilling the obligations and responsibilities set forth in this Section, the Chairperson will consult with the interested members of the FAC to the end that the agenda for each meeting of the FAC shall include all matters of departmental business deemed important by the Chairperson and the FAC. While the Chairperson shall call meetings of the FAC for purposes of transacting departmental business, he/she shall take into consideration requests of any member of the FAC for a meeting and shall call a meeting any time at least one-half of the members of the FAC request that a meeting be called. While the Chairperson shall have the obligation of chairing meetings of the FAC called to transact departmental business, he/she shall do so in a way to assure that all matters on the agenda, including those placed there by members of the FAC, are adequately discussed and that appropriate action is taken.

The elected faculty representative referenced in the preceding Section 2.A. may also call, set agendas for, and chair meetings of the FAC, but it is understood that no business of the department may be transacted or represented as having been transacted at such meetings, although matters of concern to the faculty may be discussed and added to the agenda of the next regular meeting of the FAC. Whenever a peer review involving any sanctions for cause under Article V of this Agreement is being carried out, the Departmental Chairperson shall temporarily turn over chairing of the de-

partment FAC meeting to the above-referenced elected faculty representative.

Section 3. Faculty Participation in Collegial Governance

A. It is agreed that a Collegial Advisory Committee (CAC) composed of the elected representatives of each departmental FAC shall be established for each college* within the University. The CAC shall elect a representative to the Faculty Advisory Council to the Vice President for Academic Affairs (FACAA) and shall act as an advisory and recommendatory committee to the Dean on all academic matters which are above referenced with respect to the departmental FAC. The Dean shall be an ex officio non-voting member of the CAC and shall, with respect to the transacting of the business of the College, function in relation to the CAC in accordance with the general guidelines set forth in the preceding Section 2.C. with respect to a Chairperson and the departmental FAC.

B. There shall also be established for each college a Curriculum Committee composed of the one representative elected from and by each departmental Curriculum Committee. This Curriculum Committee shall act as an advisory and recommendatory committee to the Dean on all matters of curriculum and course offerings in which the departmental Curriculum Committees are involved. The Dean or his/her designate shall act as an ex officio non-voting member of the collegial Curriculum Committee and shall, with respect to the transacting of the business of the Curriculum Committee, function in accordance with the principles set forth in the preceding Section 2.C.

C. Recognizing that the Independent Schools of Library Science, Nursing, and Physical Education, Recreation and Dance do not have departments and, therefore, no departmental FAC, such independent schools shall elect a CAC from their respective schools in an at-large election. The full-time members of the faculty of Library Administration shall also elect a CAC in an at-large election. Each said CAC shall be of collegial rank and each shall elect a representative to the FACAA.

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*As used herein, college also refers to the Independent Schools and Library Administration.

Section 4. Faculty Advisory Council to the Vice President for Academic and Student Affairs

There is hereby established a Faculty Advisory Council to the Vice President for Academic Affairs to be composed of one faculty member elected by each CAC from each of the respective faculties of each of the colleges as currently constituted and as such may be comprised in the future as the result of additions, eliminations, or consolidations of colleges plus one representative elected from and by all of the regional campuses. Each member so elected shall, by virtue of position on the FACAA, become a member of his/her respective CAC, if said person is not a member of such CAC. The Vice President for Academic Affairs or the designate of the Vice President shall act as an ex-officio, non-voting member of the FACAA and shall, with respect to the transacting of the business of the FACAA, function in accordance with the principles set forth in the preceding Section 2.C.

Section 5. Regional Campus Faculty Participation in Regional Campus and Kent Campus Governance

A. 1. It is recognized that while regional campus faculty hold their appointments specifically in the regional campus system, they are also regular members of their respective departments and colleges and will be represented on key departmental committees, which shall where practicable include, but not be limited to, the following: departmental FAC; Search Committees; Review Committees; Promotion and Tenure Committees; and committees considering curriculum, department policy, instructional standards, and program development.

2. On the collegial level, regional campus faculty shall be represented on appropriate committees which shall include, but not be limited to, the CAC and Curriculum Committee of each college.

3. It is the faculty's responsibility to insure that the regional campus faculty is appropriately represented on the above referenced committees. Procedures to implement representation shall be included in the appropriate departmental and collegial handbooks.

B. Regional Campus faculty, in addition to participating in academic and related governance through the departmental and collegial governance mechanisms provided for herein, also have an advisory and recommendatory role in the

governance of regional campuses. Accordingly, it is hereby agreed that the following described committees shall be maintained as a minimum level of apparatus to provide regional campus faculty input into the governance of each regional campus and to the regional campus system.

1. Each regional campus shall establish a Faculty Council, which council shall be representative of the full-time faculty members of the regional campus and shall at all times be comprised of such persons as shall be determined from time to time by the regular full-time faculty members primarily assigned to the regional campus. Primary assignment will be determined annually based upon the teaching load in the Fall Semester. The Faculty Council may comprise, upon the vote of the regular full-time members of the faculty, the entire membership of the faculty or such portion or representative persons from the Regional Campus faculty as may be determined by the members of the faculty within the regional campus. A Chairperson of the Faculty Council shall be elected from and by the Regional Campus Faculty Council. The Chairperson of the Faculty Council shall, after consultation with the Regional Campus Dean, call, chair and set agendas for meetings of the Council. The Dean shall have the right, after consulting with the Chairperson of the Council, to call the Council into special session, but such meetings shall also be chaired by the Chairperson of the Council or his/her designate. Each Regional Campus Faculty Council shall be an advisory and recommendatory body to the Regional Campus Dean who shall serve as an ex officio non-voting member of the Faculty Council on all those matters which are of concern to the regional campus faculty. It is also expected that regional campus faculty will participate in the activities of a variety of other standing and/or ad hoc committees relating to operation of each regional campus, including participation with respect to faculty affairs in any administrative review of Regional Campus Deans.
2. There is also established a Regional Campuses Faculty Advisory Council (RCFAC) composed of the Chairperson of each regional campus Faculty Council. The RCFAC shall elect a Chairperson from its ranks and shall act as an advisory and recommendatory committee

to the Vice Provost for the Extended University (regional campuses) on academic matters referred to it by the said Vice Provost and/or by any Regional Campus Faculty Council. The Vice Provost for the Extended University shall act as an ex officio non-voting member of the RCFAC. The Chairperson of the RCFAC shall, after consultation with the said Vice Provost, call, chair and set agendas for meetings of the RCFAC. The said Vice Provost shall have the right, after consulting with the Chairperson of the RCFAC, to call the RCFAC into special session, but such meetings shall also be chaired by the Chairperson of the RCFAC or his/her designate. Specifically, the RCFAC shall be involved in an advisory and recommendatory role with respect to academic issues involving all Regional Campuses relating to:

a) academic standards,

b) professional standards,

c) curriculum and program development,

d) conformance of Local Campus and Regional Campus policies and University policies,

e) other matters on which the Vice Provost for the Extended University may seek its recommendations, or other matters of concern to the RCFAC.

Section 6. Implementing Handbooks

A. Each department, college, and regional campus shall establish handbooks to implement University policies within each department, college, and regional campus. Departmental handbooks shall be developed by the departmental FAC and Chairperson and shall be subject to final approval by the Dean. Collegial handbooks shall be developed by the collegial CAC and the Dean and shall be subject to final approval by the Office of the Vice President for Academic Affairs. Regional campus handbooks shall be developed by each regional campus faculty and the Dean of each regional campus and shall be subject to final approval by the Vice Provost for the Extended University. Once approved, a copy of the handbook will be made available to the Association by the Office of Faculty Relations.

B. It is recognized that all handbooks will cover such items as may be mandated from time to time by University policy and may contain such other subjects as are reasonably re-

lated to the mission of the department (see Section 2.B), the college, or the regional campus, provided that the handbook shall not conflict with any University policies, rules, regulations, and this Agreement.

Section 7. Faculty Participation in the Selection and Review Process of Departmental Chairpersons

A. Selection Process

It is essential that full-time faculty members be involved in the selection process for departmental chairpersons. Such involvement is particularly important in the initial screening and evaluating of candidates for these positions. Accordingly, it is agreed that the faculty will participate and cooperate in the selection process as set forth below:

1. When a vacancy occurs in a chairperson position, the responsible Dean may either immediately institute a search process to secure a chairperson for a full term or, under appropriate circumstances, appoint an acting chairperson from among persons proposed by the departmental FAC for a term not to exceed one full academic year.
2. When the search process is instituted, the responsible Dean shall cause a search committee to be established. A majority of the search committee shall be elected from and by the regular full-time faculty within the department. Additional persons may be appointed to the search committee by the Dean either from within or without the department. It is recognized as desirable that the search committee shall be representative of the overall makeup of the departmental faculty.
3. The search committee shall, in accordance with procedures established by the department and approved by the Dean, institute a search and initial screening of qualified candidates for the open position.
4. All regular full-time members of the faculty within the department shall be given a reasonable opportunity to participate in the assessment of all candidates screened and passed by the search committee. The assessment by the faculty members shall be in accordance with procedures adopted by the department and approved by the Dean.

5. A panel of qualified candidates, which panel shall normally consist of at least three (3) persons, shall, after assessment by the faculty, be forwarded to the responsible Dean. If the department desires, the candidates forwarded to the Dean may be ranked in order of faculty preference.

6. In the event none of the candidates forwarded by the search committee is ultimately appointed to fill a vacancy, then the Dean shall either cause the selection of a new search committee, in accordance with the above procedure, or direct the existing search committee to submit a new panel of qualified candidates. Such direction from the Dean shall include a written statement of the reasons why each of the candidates on the prior panel was not appointed. The search committee and the department faculty shall then proceed as before in selecting, assessing, and forwarding a qualified panel of candidates to the Dean.

B. Review Process

The Chairperson carries no continuing tenure protection as an administrative officer. He/she may resign as Chairperson without prejudice to any future role as a full-time regular faculty member of the department. The appointment of a Chairperson may be terminated at any time during his/her term of office by action of the Board of Trustees on recommendation of the President.

In order to assist in making a determination, the Dean or other appropriate administrative officer may institute an administrative review of the Chairperson's performance at any time.

It is further recognized that the Chairperson also is accountable to the faculty members of the department for which he/she is Chairperson.

1. To accomplish a departmental faculty assessment of the performance of the Departmental Chairperson, the Dean shall institute a performance review during the Spring semester of the third year of a chairperson's service of a renewable four (4)-year term in office. The Chairperson may choose to resign without prejudice; in that event, the review shall be cancelled.

2. To accomplish a review the Dean shall cause a review committee to be established. A majority of the review

committee shall be elected from and by the regular full-time faculty within the department. Additional faculty members may be appointed to the review committee by the Dean either from within or without the department. It is recognized as desirable that the review committee shall be representative of the overall makeup of the department.

3. The review committee shall, in accordance with procedure established by the department and approved by the Dean, assess the performance of the Chairperson. The procedures shall provide all regular full-time faculty departmental members a reasonable opportunity to participate in the assessment.
4. The review committee shall submit a report of its findings, including recommendations, to the Dean. The Dean shall make available to the Chairperson and the departmental faculty a written summary of the review committee's findings, recommendations, the Dean's response and the reasons for his/her response.
5. If the decision by the Dean is not to reappoint the Chairperson for another four (4)-year term, a new Chairperson will be selected following the process stated under Selection Process.
6. It is recognized that under unusual and compelling circumstances, a departmental faculty may choose to review the performance of a Chairperson prior to the regularly scheduled review referenced in 7.B.1. Such an extraordinary review shall be undertaken only once during each four (4)-year term if one third or more of the departmental full-time faculty petition the Dean. Upon receipt of the written petition, the Dean shall immediately institute a review of the Chairperson as stipulated above. The review shall be completed no later than the end of the following semester.

Section 8. Selection of Regional Campus Deans

When a vacancy occurs in a Regional Campus Dean position, the Vice Provost for the Extended University may either immediately institute a search process to secure a Dean or, under appropriate circumstances and following consultation with the Regional Campus Faculty Council and other groups as he/she deems appropriate, appoint an acting Dean for a term not to exceed one full academic year.

It is essential that a broad-based screening committee be established for the selection of candidates for the position of a Regional Campus Dean. It is also essential that the Search Committee be representative of the overall makeup of the regional campuses. Therefore, the committee should include representatives from the following groups:

1. Central staff administrators (one member)
2. Resident regular full-time faculty (four members) elected by and from the faculty.
3. Local campus administrators (one member)
4. Local campus students (two members) appointed by Student Government
5. Local campus advisory committee (two members)
6. Local campus alumni (one member)
7. Regional Campus Deans (one member)
8. Affiliated institutions and/or organizations (one member)

To institute the search process, the Vice Provost for the Extended University, after consultation with the groups listed above, shall convene a representative Search Committee and appoint a chairperson.

The said Vice Provost shall consult with the Search Committee in drawing up a minimum list of qualifications for the position.

The Search Committee shall, in accordance with procedures established by the regional campuses, approved by the said Vice Provost, and printed in the regional campuses handbook, institute a search and initial screening of qualified candidates for the open position.

All regular faculty members teaching at the regional campus, along with students and other interested parties, shall be given a reasonable opportunity to participate in the assessment of all candidates screened and passed by the Search Committee. This assessment shall be in accordance with the procedures adopted by the regional campuses and approved by the said Vice Provost.

If any campus group would like to have the Search Committee consider a particular candidate, the group should communicate the candidate's name to the Committee.

The Search Committee shall recommend the names of three (3) candidates to the Vice Provost for his/her approval.

They shall be unranked.

In the event none of the three (3) candidates forwarded by the Search Committee is ultimately appointed to fill a vacancy, then the said Vice Provost shall either cause the selection of a new Search Committee in accordance with the above procedure or direct the existing Search Committee to submit a new panel of qualified candidates. Such direction from the said Vice Provost shall include a written statement of the reasons why each of the candidates on the prior list was not appointed. The Search Committee shall then proceed as before in selecting, assessing, and forwarding a qualified list of candidates to the said Vice Provost.

With the concurrence of the Search Committee, a person who meets the established qualifications could be appointed in accordance with current administrative policy regarding promotion from within.

ARTICLE IV
Grievance and Appeals Procedure

Section 1. Grievance and Arbitration Procedure

A. *Construction*. A grievance is a claim based upon an event or condition that affects the terms and conditions of employment stated in and governed by this Agreement and that arises from the interpretation, meaning, or application of any of the provisions of this Agreement. All grievances arising from decisions that are subject to review under the appeals process set forth in Section 2 of this Article may not be appealed under this Section 1, with the exception that specifically cited procedural errors or omissions made in reaching these decisions or in processing any appeals arising from these decisions may be grieved, subsequent to the exhaustion of the said appeals process, under provisions of this Section 1. All other grievances covered hereunder shall be adjusted as stated in this Section 1. Nothing contained in this Section 1 will be construed so as to prevent the informal adjustment of any grievance. The parties intend and agree that all disputes should be resolved informally, whenever possible, before the filing of a formal grievance, and the parties encourage open communications so that resort to the formal grievance procedure will not be necessary. Prior to initiating a formal grievance as provided under procedures in subsection C hereof, the Grieving Party and the appropriate Department Chairperson (or Regional Campus Dean where appropriate) shall make a reasonable effort to meet and adjust the grievance in an informal manner. Any settlement, withdrawal, or other disposition of a grievance at the informal stage shall not constitute a binding precedent in the settlement of similar complaints or grievances. During the formal procedures specified in subsections C through F of this Section 1, the Grieving Party shall be represented by the Association's designate who shall be present with the Grieving Party when the grievance is discussed with the University. Steps One and Two of the grievance procedure shall be pursued to completion before any application for arbitration may be made under the terms of subsection F unless the parties enter into a written waiver of such limitation. Grievances shall be processed as rapidly as practicable. The number of days indicated at each level shall be considered as maximum and every effort shall be

made to expedite the grievance process. Time limits in the steps may be shortened or extended by mutual written agreement of both parties. Unless otherwise stated herein, in computing any time limit specified in this Section 1, a day is defined as a twenty-four (24)-hour period, exclusive of Saturday, Sunday, or recognized University holidays. The first day will be counted beginning the day after the filing of the grievance. If the final day for a time deadline falls on a non-working day, then the next working day shall be counted as the final day.

B. *Scope*. Except as otherwise specifically provided for herein, any grievance a grieving party may have in relation to employment with the University arising from the application or interpretation of this Agreement may be filed and will be adjusted as stated in this Section 1. Any faculty member or group of faculty members covered by this Agreement may, in conjunction with and with the approval of the Association, present a grievance to the University and have it adjusted so long as the University and the Association concur that such adjustment is not inconsistent with the terms of this Agreement. A grievance against the University may be presented by the Association in its own name if the Association believes that any of the terms and conditions of this Agreement or their interpretation, meaning, or application have been violated by the University. In such instances the procedures incorporated in subsections C and D shall be waived. Grievances shall normally be presented and handled during normal office hours but consistent with the primary obligations of the faculty members to their students, research, etc. Other times for hearings and meetings shall be set by mutual agreement of all the parties. No reduction in compensation shall occur for any faculty member as a result of participation in any grievance proceedings. No faculty members shall be disciplined or discriminated against for participation in the grievance procedure.

C. *Initiation*. A grievance shall be initiated by serving a written notice of it on the Director of the Office of Faculty Relations or his/her designated representative. A grievance may be initiated at Step Two if all parties concur that it might more appropriately be initiated at that level. A grievance shall be filed within thirty (30) days after the occurrence of the events upon which it is based or within thirty (30) days after the faculty member knew or through the exercise of reasonable

diligence should have known of the events on which it is based. Such notice shall state the events upon which the grievance is based, the contractual basis for the grievance, and specify the relief and remedy sought and shall be submitted on forms which shall be agreed to by the parties, dated, and signed by the Grieving Party and by the President of the Association or his/her designate.

D. *Step One*. After receipt from the Director of the Office of Faculty Relations of the written notice of a grievance, the Dean and/or the Dean's representative(s) (or the Vice Provost for Extended University or his/her designate) shall schedule a Step One meeting at a time and place convenient to all parties and shall notify the Association and the Grieving Party of such time and place. The Step One meeting, unless extended by written agreement for a specified period, shall be completed within ten (10) days after the grievance is filed. Within ten (10) days after the Step One meeting, the University shall provide the Association and the Grieving Party with a written answer to the grievance.

E. *Step Two*. If the Association and the Grieving Party are not satisfied with the University's Step One answer to the grievance, the grievance may be advanced to Step Two by the Association filing a written Notice of Appeal with the Office of the Vice President for Academic Affairs through the Director of Faculty Relations within ten (10) days after the filing of the Step One answer. This Notice of Appeal shall state the reasons why the Step One disposition is not satisfactory. Within ten (10) days of the receipt of such Notice of Appeal, a Step Two hearing will be scheduled by the University unless the parties agree in writing to extend the time for such hearing for a specified period of time. Such hearing may be adjourned from time to time by mutual agreement to facilitate complete investigation by all parties. In the event the grievance involves any claim of discrimination for any reason, the Director of Affirmative Action shall be involved by the Office of the Vice President for Academic Affairs to insure that adequate investigation and consideration are given to the discrimination claim. The Office of the Vice President for Academic Affairs and the Office of the President of the Association may include other representatives in the meeting. The University shall provide the Association and the Grieving Party with a written disposition of the grievance within ten (10) days following the conclusion of the Step

Two hearing.

F. *Arbitration*. If the Association is not satisfied with the University's Step Two answer, it may, within twenty (20) days of the filing of the Step Two answer, appeal the grievance to arbitration. Any appeal to arbitration made hereunder shall be perfected by giving written notice of such appeal to the American Arbitration Association and simultaneous written notice to the Office of the Vice President for Academic Affairs within the twenty (20)-day time limit specified herein. Upon receipt of the required notice of arbitration, the University and the Association shall confer and attempt to agree upon the selection of an arbitrator and a procedural format shall be *(a)* the American Arbitration Association rules for voluntary labor arbitration or *(b)* the American Arbitration Association rules for expedited labor arbitration. If the parties cannot agree, within ten (10) days from the date the notice of appeal to arbitration was filed, as to the procedural format to be followed, the arbitration shall be conducted under the American Arbitration Association rules for voluntary labor arbitration. If the parties cannot agree, within twenty (20) days from the date the notice of appeal to arbitration was filed, upon an arbitrator, the arbitrator shall be selected by the alternate strike method for the voluntary labor arbitration procedural format or where appropriate by the American Arbitration Association rules for the expedited labor arbitration procedural format.

G. *Arbitrator's Decision and Compensation*. The arbitrator's decision will be rendered in writing within thirty (30) days or such additional time as the parties may in writing agree, after any grievance has been submitted to the arbitrator and this decision, when so rendered as required by law, will be final and binding on the parties and may be enforced in any court of competent jurisdiction. The University and the Association will bear their own grievance process and arbitration expenses individually and share the arbitrator's fee and expenses equally.

H. *Limitation of Arbitrator's Authority*. The arbitrator shall have no authority to add to, or subtract from, alter, change, or modify any of the provisions of this Agreement. The decision of the arbitrator shall be limited to only the question or questions submitted to the arbitrator. The arbitrator shall not substitute a judgment for that of the University where the University's judgment and actions do not violate the written

provisions of this Agreement. The arbitrator shall not render any decision which would require or result in an action in violation of public statutes. The arbitrator may make no award which provides the faculty member compensation greater than would have resulted had there been no violation.

I. *Jurisdictional Questions*. In any arbitration proceeding where a question concerning the arbitrator's jurisdiction over the grievance is raised, the arbitrator shall make a separate decision on the question of jurisdiction. The arbitrator shall first rule upon the jurisdictional issues and if a determination is made that there is no jurisdiction, then no decision or recommendation shall be made concerning the merits of the grievance. Nothing contained herein shall prohibit the arbitrator from taking all evidence of the jurisdictional issues and the merits of the grievance in a single hearing.

J. *Extension of Time Limits*. The time limits in this Section 1 may be extended by written mutual consent of the parties concerned. Failure of either party to abide by the time limits shall result in the automatic advance of the grievance to the next level, except that failure of the Association to notify the University that it wishes to appeal a Step Two answer to arbitration within twenty (20) days after receipt of the Step Two answer shall result in the grievance being settled on the basis of the University's Step Two answer and the arbitration shall be barred.

K. *Exclusivity of Process*. Except as otherwise provided by law, this Section 1 and, where applicable, the following Section 2 shall be exclusive remedy for an alleged violation of this Agreement by the University.

Section 2. Appeals Procedure For Academic Decisions in Specified Areas

A. *Scope*. Article III sets forth the governance procedures within which substantive academic judgments relating to a variety of subjects are made. Section 1 of this Article IV contains a grievance and arbitration procedure which specifically excludes from that procedure disputes involving substantive academic judgments that are subject to a separate academic appeals process. This Section 2 provides a procedure under which disputes involving substantive academic judgments affecting a faculty member's employment status in the areas

of granting or denial of tenure, promotion, academic freedom, professional ethics, or sanctions for cause may be appealed. The procedure set forth in this Section 2 shall be the exclusive procedure for questioning decisions involving academic judgments in the areas listed in this sub-section A of this Section 2.

B. *Initiation of the Appeal*. Upon formal notification of a decision involving academic judgments falling within subsection A of this Section 2, the adversely affected full-time faculty member may, within ten (10) days after such official notification, file with the Office of the Vice President for Academic Affairs through the Director of Faculty Relations an appeal of such decision on forms to be provided. Under the provisions of this Section 2, a day shall be defined as provided in subsection A "Construction" of the above Section 1. The appeal filed with the Office of the Vice President for Academic Affairs shall set forth concisely the decision being appealed, the reasons why the appellant disagrees with the decision and shall specifically cite any procedural errors or omissions that were alleged to have occurred in the decision-making process. A copy of each such appeal shall immediately be forwarded to the Office of the President of the Association.

C. *Reconsideration of the Appealed Decision*. Upon filing of an appeal in accordance with the preceding subsection B, the Office of the Vice President for Academic Affairs may, in its sole discretion, resubmit the appealed decision to the administrative level within the governance procedure wherein the judgmental decision being appealed occurred. The intent and purpose of this optional remand of the appealed decision is to permit, if possible, the correction of alleged procedural errors or omission by those charged with having made such errors or omissions and to resubmit the appealed judgmental decision for reconsideration within the governance procedure.

If the Office of the Vice President for Academic Affairs elects to remand an appeal decision, the Office of the President of the Association will be kept informed of the reprocessing of such appealed decision within the governance procedure. In the event there is any question concerning the proper level or procedure to be followed upon the remanding of any appealed question within the governance procedure, the Office of the President of the Association will

be consulted concerning the appropriate procedure for any such questioned remand.

D. *Appeal to the Board of Appeals*. If, after completion of the appeals process within the governance procedure, an appealed decision is remanded and the full-time member of the faculty believes he/she is aggrieved by an adverse reconsideration decision, he/she may, within ten (10) days after official notification of such adverse reconsideration decision, file an appeal with the Office of the Vice President for Academic Affairs through the Director of Faculty Relations to have the questioned decision heard by the Joint Appeals Board. Each such appeal shall set forth concisely the decision being appealed, the reasons why the appellant disagrees with the decision and shall specifically cite any procedural errors or omissions that were alleged to have occurred in the decision-making process and which were not corrected during the reconsideration process.

If the Office of the Vice President for Academic Affairs elects not to remand an appeal for reconsideration within the governance procedure, the Appeal of Academic Decision shall within ten (10) days of its receipt be transmitted by the Director of the Office of Faculty Relations to the Chairperson of the Joint Appeals Board for consideration by that body.

A copy of each such appeal shall immediately be forwarded to the Office of the President of the Association. The appeal shall be scheduled for hearing before the Joint Appeals Board in accordance with the rules and regulations established by the Joint Appeals Board pursuant to Section 2.F.

E. *Appeals From Denial of Promotion*. In cases involving the denial of a promotion, the reconsideration decision of the Office of the Vice President for Academic Affairs will be final unless the appellant has been denied promotion to the same rank more than twice, after which a denial of promotion may be appealed to the Joint Appeals Board one time during any three (3)-year period that the appellant is employed in the same rank at the University.

F. *Composition of and Procedures Before the Joint Appeals Board*

1. There is hereby established a Joint Appeals Board which shall be empowered to hear all appeals involving sub-

stantive academic judgments and any alleged procedural errors directly related to those judgments which are filed in accordance with the preceding subsection D. The Board shall be empowered to request any and all parties to submit evidence related to each appeal and to seek testimony from witnesses. The Joint Appeals Board shall establish regularly scheduled sessions for hearing appeals and may adopt such rules and regulations for hearing and deciding appeals that are consistent with this Section 2.

2. The Joint Appeals Board shall be composed of at least six (6) full-time tenured members of the faculty and the same number of full-time academic administrators who hold academic rank. The faculty representatives shall be elected by the full-time members of the faculty for three (3)-year terms, at least two (2) to be elected each year from a slate of candidates which the Faculty Senate is hereby authorized to prepare and to conduct necessary elections. In preparing the slate of candidates and holding the elections in accordance with the authorization granted in this Section, the Faculty Senate is requested to evolve a procedure to assure that the faculty members of the Joint Appeals Board shall be as representative as possible of the diverse academic disciplines of the University. In the initial selection, at least two (2) members shall be elected for one (1) year, at least two (2) for two (2) years, and at least two (2) for three (3) years. The administrative representatives shall be appointed from time to time by the Office of the Vice President for Academic Affairs except that an administrative representative's removal from the Appeals Board will not affect such representative's obligation to participate in the decision of any panel involving appeals that were heard by the panel prior to such administrative representative's removal from the Board.

3. Each appeal shall be submitted to a panel of the Joint Appeals Board consisting of two (2) faculty representatives and two (2) administrative representatives. In assigning appeals for hearing before the three (3) panels, due regard shall be had for the type of appeal and the expertise of the members of the various panels. However, no appeal shall be assigned to a panel having a member who is directly involved in the appeal, is a

member of the department in which an appeal arose, or where, for personal reasons, a member of the panel believes that he/she cannot render an impartial judgment. Procedures for assigning appeals to the various panels shall be determined in accordance with the rules and regulations adopted by the Joint Appeals Board.

4. The function of a panel of the Joint Appeals Board is to hear all evidence relating to an appeal and, if possible, to render a majority recommendation. Accordingly, the procedures at the hearing shall be informal and non-adversarial in nature. All persons and parties necessary to a full complete hearing should be present and the various sides to each issue should be presented. However, none of the parties to the appeal may be represented by counsel. A party may be represented by other members of the academic administration or members of the regular full-time faculty who may act in an advisory role to the appellant.

5. The panel shall prepare a written decision on each appeal and shall respond therein to each of the alleged procedural errors or omissions that is argued to the panel. In reviewing judgmental decision, the panel shall not substitute its judgment for that of the person or persons charged with the responsibility for making the appealed decision except that it may disagree with an appealed judgmental decision when, upon review of the entire record, the appealed decision is unreasonable as being contrary to the preponderance of the evidence contained in the record. If a majority of the panel concur in a decision, this decision shall be forwarded to the President of the University as the final recommendation of the academic sector on the appealed decision. Normally, the President will accept the recommendation and proceed accordingly except in rare and compelling circumstances wherein the President believes that the best interests of the University would not be served in accepting the recommendation. In such event, the President may request to meet with the panel in order to attempt to resolve any differences between the President's judgment and that of the panel, but in those cases where the President does not accept the panel's recommendation, the President shall set forth in writing the reasons for the rejection. In the event a majority of

the panel does not concur in a decision, then the recommendation on reconsideration by the Vice President for Academic Affairs shall be forwarded to the President. Upon the request of the members of the panel espousing an opinion contrary to that of the Office of Vice President for Academic Affairs, the President or his/her representative may meet with the full panel in an attempt to resolve the opposing opinions prior to rendering the final decision.

G. *Appeal to Arbitration*. If an appellant believes that an adverse decision ultimately rendered on appeal by the President was caused in substantial part by a procedural error or omission either in the original decision-making process or in the appeals process and such alleged procedural error or omission was raised when it occurred, or in the original appeal and in the appeal to the Joint Appeals Board or occurred during the Joint Appeals Board or Presidential review, such appellant may, with the concurrence of the Association, appeal the matter to arbitration. This shall be done by filing a grievance, which shall be initiated at the Step 2 level and thereafter proceed to arbitration pursuant to the procedures established in Section 1.F.

In any such arbitration the Arbitrator will be limited to a review of the procedural requirements set forth in Article III and this Section 2 of Article IV, and in no event may he/she consider or review the substantive academic judgment. In the event the Arbitrator finds that *(a)* a prejudicial procedural error or omission occurred in the original decision-making process or in the appeals process, *(b)* the error or omission was raised by the Grievant to the end that the error or omission could have been corrected prior to the President's decision, and *(c)* the procedural error or omission was of such a nature that the substantive academic judgment could have been adversely affected by the error or omission, his/her sole authority shall be to send the matter back to the governance procedure under Article III or under Section 2 of this Article IV, as the case may be, with specific findings regarding the procedural error or omission and with instructions to re-evaluate the substantive academic judgment in accordance with the contractual procedures.

ARTICLE V
Sanctions for Cause

Section 1. The parties agree that the University has and retains the right to apply sanctions to members of the bargaining unit, up to and including termination of the employment relationship. However, it is further agreed that sanctions will only be applied for cause, and the question of just cause and/or the appropriateness of the sanction imposed in each situation may be tested under the appropriate sections of the Grievance and Appeals Article of this Agreement, including the informal resolution procedures which are to be used before the filing of a written grievance. Any sanction involving termination, suspension, reductions or loss of pay and/or benefits or similar economic detriments to the faculty member shall, at the time such sanction is imposed, be reduced to writing, which writing shall contain a reasonable statement of the reasons for and background leading to the impositions of such sanctions. A copy of said writing shall be given to the involved faculty member. In all instances the Association shall be promptly notified of the imposition of such a sanction. If the faculty member decides to contest the immediate suspension provided for under Section 2 of this Article, the Association shall be promptly notified of the reason(s) after the faculty member has filed a grievance or appeal under Article IV of this Agreement.

Section 2. If any sanction involving termination and/or suspension is invoked or contemplated by the Vice President for Academic Affairs, then the following additional procedures shall be adhered to:

a) It is recognized that in unusual instances when the circumstances present a situation wherein the delaying of action pending a full faculty review could be detrimental to the overall operation of the University, the Vice President for Academic Affairs may take immediate action by way of suspension and/or proposed termination, provided the faculty member is first given notice of the impending action, the basis for the action and an opportunity to present reasons why the impending action should not be taken.

b) In all instances, the circumstances giving rise to sanctions involving suspension or termination, whether immediately imposed or under consideration, shall be submitted by the Office of the Vice President for Academic Affairs

to the appropriate level of the Governance Procedure for review and advice of the involved faculty member's peers. After being fully informed of the circumstances and the sanctions being considered, or the charges if the sanction has been imposed, the involved faculty member upon his/her request to the Office of the Vice President for Academic Affairs has the right to appear before the appropriate peer group reviewing the circumstances involved in the contemplated or imposed sanction, at which time he/she shall have the opportunity to present his/her position or case and, if applicable, respond to any charges. The peer group shall address all pertinent issues and make a written recommendation to the appropriate administrator with copies to the involved faculty member and the Office of the Vice President for Academic Affairs.

c) Once a sanction is imposed following completion of the review and advice in accordance with Article III, the faculty member against whom the sanction is imposed may file either a grievance or an appeal, whichever is appropriate under the terms of Article IV.

ARTICLE VI
Faculty Workload

Section 1. Regular Academic Year Workload

There is currently in effect a University policy on workload that was passed by the Faculty Senate and approved by the Board of Trustees in 1971 and revised in 1979. That policy, which is recorded in the *University Register* at 3342-6-52, and incorporated herein as Addendum C, shall remain the University policy on faculty workload during the term of this contract unless and until said policy is modified as a result of and in accordance with specific recommendations initiated and passed by the faculty elected representatives of the Faculty Senate.

Section 2. Summer and Intersession Workload

The intersession and summer period is not part of the regular academic year, and the University does not offer a normal range of coursework. Because of this, the number of courses may vary widely between academic units. In addition, certain intersession and summer academic programs may require particular expertise not normally present, or present only to a limited extent, in an academic unit. It is understood that summer and intersession teaching is not a right and no member of the faculty is required to accept a summer or intersession offer of employment. However, to the extent possible within the above parameters, the academic units will endeavor to distribute equitably these opportunities to work among members of the bargaining unit.

A. *Kent Campus*. The normal summer school load for full pay (one-sixth of the academic year salary) shall be six (6) hours per term as adjusted in accordance with the teaching load policy referenced in the above Section 1, but there shall be no additional payment for any overload assignment that is accepted by a member of the faculty.

B. Regional Campuses
   1. *Summer Session Teaching*. Summer session teaching assignments in the regional campuses are contingent upon the materialization of those courses which have been scheduled. Payment for such assignments is made on the basis of the "Overload and Summer Salary Schedule" incorporated into Article IX of this Agreement as Revised Addendum D-1 and Revised Adden-

dum D-2. Assignment to such courses is made by the Dean of the local regional campus in consultation with the Office of the Associate Vice President. In general, the order of consideration for such assignments is as follows: resident faculty at the campus where the course is scheduled, regular faculty of the regional campus system, regular faculty of the Kent Campus, faculty outside the University proper. Such considerations are subject to availability because of the distances between the individual campuses.

2. *Overload Payment*. In regional campuses, an overload occurs when, and only when, a person exceeds the number of hours which are listed as his/her load in his/her current contract. Payment for such excess hours will be made on the basis of the "Overload and Summer Salary Schedule" incorporated into Article IX of this Agreement as Revised Addendum D-1 and Revised Addendum D-2. In no event may overload compensation exceed twenty per cent (20%) of a faculty member's academic year salary.

ARTICLE VII
Retrenchment

Section 1. Retrenchment is defined as the release of members of the bargaining unit resulting from the reduction in the number of bargaining unit members within a designated academic unit including a department or program within an academic unit or department (for these purposes the regional campuses shall be designated as one academic unit) under the procedures and conditions as hereinafter set forth. A member of the bargaining unit released as a result of retrenchment shall retain certain rights under this Agreement, as hereinafter defined, which rights shall distinguish such released person from members of the bargaining unit who are terminated for any other reason.

A. Retrenchment may be necessary when a judgment, made by the University, based upon the evidence, indicates one of the following:

   1. the University finds it desirable to change or adopt new academic missions, or
   2. the University's ability to fulfill its academic goals has been or will be seriously affected because of a pattern of declining income, or
   3. a general pattern of declining enrollment in the University or in a particular unit(s) or program(s), either of which has seriously affected or will seriously affect the University's ability to fulfill its academic goals and responsibilities, or
   4. the University faces the need for quick and substantial retrenchments due to documented extraordinary circumstances (beyond the general pattern of declines in enrollment and/or income covered by the above subsections 2 and 3).

B. When implemented, retrenchment will be reflected in any one or more of the following ways:

   1. Program modification,
   2. Reallocation of resources,
   3. Changes in academic organizations,
   4. Program excision.

Section 2. If the Administration determines that a reduction in faculty is necessary, it shall first attempt to achieve the desired result through the following:

a) Attrition, including voluntary early retirement.

b) A release of faculty who are not members of the bargaining unit, unless no member of the bargaining unit has the necessary credentials, experience and competence to perform the service of such a faculty member in teaching a course or courses essential to a designated program(s).

After completing this procedure, and after consultation with and advice from the Faculty Senate, the Administration may determine that retrenchment is necessary.

Section 3. Following the determination provided for in the above Section 2, and after consultation with the Faculty Advisory Council to the Vice President for Academic Affairs, the Office of the Vice President for Academic Affairs, acting in behalf of the Administration, will notify the Dean/Director of the affected unit(s) or program(s) that retrenchment may be required. Accompanying such notification shall be a written description and rationale for the proposed reductions, a copy of which is to be simultaneously forwarded to the Chairperson of the Faculty Senate and the Association.

A. Upon receipt of the above described notice of possible retrenchment, the Dean/Director of the affected unit(s) shall, in accordance with the Governance Procedure set forth in this Agreement, obtain the recommendations of the affected unit(s)'s faculty on how best to carry out the proposed retrenchment. The faculty recommendations, including any alternative proposals, shall be submitted by the Dean/Director to the Office of the Vice President for Academic Affairs within twenty (20) working days after receipt of the aforesaid notification of possible retrenchment.

B. The original notice of possible retrenchment, plus all recommendations from the affected unit(s) submitted in accordance with the above Section 3.A. will then be submitted to the Faculty Senate by the Office of the Vice President for Academic Affairs for submission by the Senate to its Educational Policies Council for review and recommendations. The Educational Policies Council may then review the proposed retrenchment, take into consideration any other mat-

ters it considers relevant and submit its recommendations to the Faculty Senate. The recommendation, if any, of the faculty elected representatives of the Faculty Senate must be received by the Administration within twenty (20) working days after receipt by the Senate of the material, referenced above in this same Section 3.B., from the Office of the Vice President for Academic Affairs.

Section 4. After receiving and considering the recommendation(s) of the affected unit(s) and the Senate, if such is submitted, the Administration, through the Vice President for Academic Affairs, will make the final determination on any retrenchment.

Section 5. Once the final determination has been made that retrenchment is necessary, the following factors shall determine which faculty members within the affected unit(s) will be released:

a) The affected faculty member shall first be placed in the appropriate one of the following categories:

(1) Probationary, non-graduate faculty status,
(2) Probationary, associate graduate faculty status,
(3) Probationary, full graduate faculty status,
(4) Tenured, non-graduate faculty status,
(5) Tenured, associate graduate faculty status,
(6) Tenured, full graduate faculty status.

b) Faculty members, when within each of the categories listed in the above Section 5 *a)*, will then be placed in the appropriate subcategory to each such major category:

(1) Instructor
(2) Assistant Professor
(3) Associate Professor
(4) Full Professor

c) Faculty members will be recommended for release starting with the lowest numbered subcategory within the lowest numbered category. In making the final determination within each subcategory of a category as to whether or not an individual faculty member will be released, the following additional factors will be given full consideration:

(1) the University's commitment to affirmative action and its policies adopted thereunder,
(2) the quality of the faculty member's service in the areas of teaching, research and publication and University and public service,
(3) the impact on the academic program resulting from the release of the faculty member,
(4) length of service with the University.

The Dean/Director of the affected unit(s) after receiving the recommendation of the affected unit's faculty and the Collegial Advisory Committee concerning the factors listed in this Section 5 *c)* will make final recommendations in accordance with 5 *a)*, *b)*, and *c)* to the Office of the Vice President for Academic Affairs concerning the individual faculty members to be released. Whenever faculty members within a subcategory are considered approximately equivalent in the ratings on the factors set forth in this subsection *c)*, then length of service with the University will be the controlling factor.

d) The Vice President for Academic Affairs will then make the final decision for the University in accordance with 5 *a)*, *b)*, and *c)* concerning the faculty member to be released and will notify each such faculty member in accordance with the time limitations set forth in the following Section 6. A copy of each such notification shall be sent to the Chairperson of the Faculty Senate and to the Association.

Section 6. Notice of Release

A. The circumstances requiring retrenchment set forth in Section 1.A.1, 2, and 3 of this Article cover reductions in the number of faculty members which could be anticipated and planned for well in advance of the actual release of faculty members. Accordingly, in circumstances requiring retrenchment under subsections A.1, 2 or 3, the University will provide notice of release to affected members of the bargaining unit in accordance with the following:

1. For a faculty member holding a first or second one-year contract expiring at the end of that academic year, not later than March 15; or if the one-year appointment terminates during an academic year, at least three (3)

months in advance of its termination.

2. For a faculty member holding more than a second one-year contract expiring at the end of that academic year, not later than December 15; or if the one-year appointment terminates during an academic year, at least six (6) months in advance of its termination.
3. For an untenured faculty member who is under tenure consideration, at least twelve (12) months, spanning at least two (2) academic semesters.
4. For a tenured faculty member, at least eighteen (18) months, spanning at least three (3) academic semesters.

B. When retrenchment is invoked under Section 1.A.4. of this Article, notices of release to be effective at the end of the current academic year must be received by the affected faculty member not later than March 15 in the case of probationary faculty and January 15 in the case of tenured faculty.

Section 7. The University will endeavor to place released faculty members, if qualified, in other available teaching positions within the University. If placement of a released faculty member in another teaching position in the University, after the appropriate unit has determined that the released member is qualified by credentials and experience for said position, would be facilitated by a reasonable period of training, such training may be provided by the academic unit desirous of employing the released faculty member. In addition to the foregoing, the University will endeavor to find other areas of employment within the University community for tenured faculty members that are scheduled for release under this retrenchment Article. In this respect, consideration will be given to such potential employment areas as dual appointments between departments and possible voluntary shared reduction of appointments and compensation within an affected academic unit or program(s).

Section 8. During a period of three (3) academic years following release of a faculty member under this Article, such faculty member shall be offered reinstatement to the same or similar position if reauthorized, provided that within a period of thirty (30) days after the date of release and by March 1 in each year thereafter, the faculty member formally requests in writing that he/she be placed or retained on the reinstatement list.

Released faculty members who have so indicated an interest in being considered for reinstatement will have a period of forty-five (45) days in which to accept or decline the offer of reinstatement. The University's offer to reinstate, if accepted, shall be at the same tenure level, rank and salary, adjusted to incorporate any general, non-performance based salary increases that were granted since the time the faculty member was released. If the faculty member declines the offer of reinstatement, all reemployment rights at the University shall be terminated and the position may be filled in accordance with regular employment policies and practices of the University. If the same or similar position is not reopened within the three (3) academic years referenced above, the faculty member's employment rights at the University shall be terminated.

Section 9. The procedure for retrenchment set forth in this Article is designed to accommodate both the orderly change in the University and reductions that must accompany more abrupt changes in circumstances. Therefore, this Section 9 shall not be used to accomplish retrenchment. However, the parties do recognize that catastrophic circumstances could develop which are beyond the control of the University and which would render impossible or unfeasible the implementation (but only so long as these circumstances are in effect) of any or all of the procedures contained in this Article. If such unforeseen, uncontrolled and catastrophic circumstances should occur, then the University agrees that, before taking any action that could be interpreted as bypassing the retrenchment procedures, representatives of the Administration will meet with representatives of the Association to discuss and show evidence of the circumstances described above and to discuss the proposed course of action.

ARTICLE VIII
Promotion and Tenure

Section 1. Promotion

There is currently in effect a University policy on promotion that was passed by the Faculty Senate and approved by the Board of Trustees on September 11, 1980. That policy, which is recorded in the *University Register* at 3342-6-08 and incorporated herein as Addendum A, shall remain the University policy on promotion during the term of this contract unless and until said policy is modified as the result of and in accordance with specific recommendations initiated and passed by the faculty elected representatives of the Faculty Senate.

Section 2. Tenure

The University reaffirms its commitment to the basic concepts of tenure and pledges that those concepts will be maintained as the basic standards for tenure at Kent State University during the term of this Agreement. The policy on tenure that was passed by the Faculty Senate and approved by the Board of Trustees on June 8, 1978, and revised on October 11, 1985, and May 23, 1989, which is recorded in the *University Register* at 3342-6-06 and incorporated herein as Addendum B, shall remain the University policy on tenure during the term of this contract unless and until said policy is modified as the result of and in accordance with specific recommendations initiated and passed by faculty elected representatives of the Faculty Senate.

ARTICLE IX
Salaries and Benefits

Section 1. Salaries – Academic Year 1989-1990

A. 1. For the academic year 1989-1990, each member of the bargaining unit holding the academic rank of full professor as of September 16, 1989, shall receive a $2,127.00 increase in his/her individual base annual contract salary as it had been established for academic year 1988-1989.

2. For the academic year 1989-1990, each member of the bargaining unit referenced in Section 1.A.1 hereof shall receive a standard increment of six percent (6%) of his/her individual base annual contract salary as it had been established for academic year 1988-1989 and as adjusted pursuant to the preceding Section 1.A.1.

3. For the academic year 1989-1990, each member of the bargaining unit other than those referenced in Section 1.A.1 shall receive a standard increment of six percent (6%) of his/her individual base annual contract salary for academic year 1988-1989.

4. The foregoing increases will not be applicable to members of the bargaining unit designated as "University Professors" whose salary shall be determined annually by the President of the University.

B. The standard increment specified above is applicable only to that portion of a faculty member's salary that is a line item in the academic unit budget and is not applicable to any portion of the faculty member's salary up to and including 100% of which is determined by other agencies of the State of Ohio.

C. Any member of the faculty who is promoted in rank for the academic year 1989-1990 shall, in addition to any increases under the above Section A, receive the following promotion increase.

Promoted To:	*Promotion Increase:*
Full Professor	$1,500.00
Associate Professor	$1,000.00
Assistant Professor	$ 500.00

D. Revised Addendum D-1, the Regional Campuses Overload and Summer Salary Schedule, which is attached hereto and incorporated herein shall continue in effect, as modified, for academic year 1989-1990.

E. The University shall continue to "pick up" (assume and pay) the employee contribution to the State Teachers Retirement System (STRS) in lieu of contributions by the bargaining unit members, by restating gross pay as consisting of both cash contribution and deferred compensation portions. The deferred compensation portion will be the percentage employee contribution to STRS picked up by the University and contributed to STRS for the account of the member employee. No member of the bargaining unit shall have the option to receive the contributed amount directly.

F. While the Association remains the exclusive agent for negotiating salaries for members of the bargaining unit, the University reserves the right to adjust salaries beyond the negotiated levels to match bona fide offers of employment, to address salary discrepancies, and/or in other unusual circumstances. When such an adjustment occurs, the University will inform the Association, in writing, within ten (10) days of its action.

Section 2. Salaries – Academic Year 1990-1991

A. 1. For the academic year 1990-1991, each member of the bargaining unit who held the academic rank of associate professor during the 1989-1990 academic year or who has been promoted to that rank effective for the 1990-1991 academic year shall receive an increase of not less than $1,350.00 in his/her individual base annual contract salary as it had been established for academic year 1989-1990. The University shall, in its sole discretion, have the right to unilaterally increase the minimum amount stated herein.

2. For the academic year 1990-1991, each member of the bargaining unit referenced in Section 2.A.1 shall receive a standard increment of three percent (3%) of his/her individual base annual contract salary as it had been established for academic year 1989-1990 and as adjusted pursuant to the preceding Section 2.A.1.

3. For the academic year 1990-1991, each member of the bargaining unit other than those referenced in Section 2.A.1 shall receive a standard increment of three percent (3%) of his/her individual base annual contract salary as it had been established for academic year 1989-1990.

4. In addition to the above-stated standard increment, a merit pool of three percent (3%) will be distributed according to a plan and procedure developed by the University. Two categories of demonstrated achievement, to wit: (1) Teaching/Service and (2) Research/Scholarly or Creative Productivity, will be recognized.

5. None of the foregoing increases will be applicable to members of the bargaining unit designated as "University Professors" whose salary shall be determined annually by the President of the University.

B. The general increase specified above is applicable only to that portion of a faculty member's salary that is a line item in the academic unit budget and is not applicable to any portion of the faculty member's salary up to and including 100% of which is determined by other agencies of the State of Ohio.

C. Any member of the faculty who is promoted in rank for the academic year 1990-1991 shall, in addition to any increases under the above Section A, receive the following promotion increase.

Promoted To:	*Promotion Increase:*
Full Professor	$1,500.00
Associate Professor	$1,000.00
Assistant Professor	$ 500.00

D. Revised Addendum D-2, the Regional Campuses Overload and Summer Salary Schedule, which is attached hereto and incorporated herein shall continue in effect, as modified, for academic year 1990-1991.

E. The University shall continue to "pick up" (assume and pay) the employee contribution to the State Teachers Retirement System (STRS) in lieu of contributions by the bargaining unit members, by restating gross pay as consisting of both cash contribution and deferred compensation portions. The deferred compensation portion will be the percentage employee contribution to STRS picked up by

the University and contributed to STRS for the account of the member employee. No member of the bargaining unit shall have the option to receive the contributed amount directly.

F. While the Association remains the exclusive agent for negotiating salaries for members of the bargaining unit, the University reserves the right to adjust salaries beyond the negotiated levels to match bona fide offers of employment, to address salary discrepancies, and/or in other unusual circumstances. When such an adjustment occurs, the University will inform the Association, in writing, within ten (10) days of its action.

Section 3. Salaries – Academic Year 1991-1992

A. 1. For the academic year 1991-1992, each member of the bargaining unit who held the academic rank of assistant professor during the 1990-1991 academic year or who has been promoted to that rank effective for the 1991-1992 academic year shall receive an increase of at least $1,000.00 in his/her individual base annual contract salary as it had been established for academic year 1990-1991. The University shall, in its sole discretion, have the right to unilaterally increase the minimum amount stated herein.

2. For the academic year 1991-1992, each member of the bargaining unit referenced in Section 3.A.1 shall receive a standard increment of three percent (3%) of his/her individual base annual contract salary as it had been established for academic year 1990-1991 and as adjusted pursuant to Section 3.A.1.

3. For the academic year 1991-1992, each member of the bargaining unit other than those referenced in Section 3.A.1 shall receive a standard increment of three percent (3%) of his/her individual base annual contract salary as it had been established for academic year 1990-1991.

4. In addition to the above-stated standard increment, a merit pool of three percent (3%) will be distributed according to a plan and procedure developed by the University. Two categories of demonstrated achievement, to wit: (1) Teaching/Service and (2) Research/Scholarly or Creative Productivity, will be recognized.

5. None of the foregoing increases will be applicable to members of the bargaining unit designated as "University Professors" whose salary shall be determined annually by the President of the University.

6. During the term of this Agreement, no member of the bargaining unit shall be eligible for more than one of the increases referenced in Sections 1.A.1; 2.A.1; or 3.A.1.

B. The general increase specified above is applicable only to that portion of a faculty member's salary that is a line item in the academic unit budget and is not applicable to any portion of the faculty member's salary up to and including 100% of which is determined by other agencies of the State of Ohio.

C. Any member of the faculty who is promoted in rank for the academic year 1991-1992 shall, in addition to any increases under the above Section A, receive the following promotion increase.

Promoted To:	*Promotion Increase:*
Full Professor	$1,500.00
Associate Professor	$1,000.00
Assistant Professor	$ 500.00

D. Revised Addendum D-3, the Regional Campuses Overload and Summer Salary Schedule, which is attached hereto and incorporated herein shall continue in effect, as modified, for academic year 1991-1992.

E. The University shall continue to "pick up" (assume and pay) the employee contribution to the State Teachers Retirement System (STRS) in lieu of contributions by the bargaining unit members, by restating gross pay as consisting of both cash contribution and deferred compensation portions. The deferred compensation portion will be the percentage employee contribution to STRS picked up by the University and contributed to STRS for the account of the member employee. No member of the bargaining unit shall have the option to receive the contributed amount directly.

F. While the Association remains the exclusive agent for negotiating salaries for members of the bargaining unit, the University reserves the right to adjust salaries beyond the negotiated levels to match bona fide offers of employment,

to address salary discrepancies, and/or in other unusual circumstances. When such an adjustment occurs, the University will inform the Association, in writing, within ten (10) days of its action.

Section 4. Salary Minima (Floors) – Beginning Academic Years 1989-1990, 1990-1991 and 1991-1992

A. 1. As a means of assuring appropriate entry-level pay at each regular full-time academic rank for highly skilled and extensively trained professionals such as University faculty, the University's past practice of establishing salary minima on a University-wide basis shall be preserved. The minimum annual contract salaries for regular full-time collective bargaining unit faculty at each of the regular full-time professional academic ranks for the academic year 1989-1990 shall be as follows:

	9 mo. contract	*12 mo. contract*
Professor	$39,000	$47,667
Associate Professor	31,000	37,889
Assistant Professor	23,000	28,112
Instructor	18,000	22,000

B. 1. The minimum annual contract salaries for regular full-time collective bargaining unit faculty at each of the regular full-time professional academic ranks for the academic years 1990-1991 and 1991-1992 shall be as follows:

	9 mo. contract	*12 mo. contract*
Professor	$45,000	$55,000
Associate Professor	35,000	42,778
Assistant Professor	25,000	30,556
Instructor	20,000	24,445

Section 5. Benefits

A. Unless and until existing insurance benefits are modified pursuant to Section 5.B below, the University agrees to maintain the existing insurance benefits, or their approximate equivalents, as they are in effect as of September 15, 1989, and to absorb the increased costs for maintaining such existing and modified coverage.

B. Insurance Benefits Reopener.
1. At any time after January 1, 1990, the University, in its sole discretion, may initiate a reopener to renegotiate

the medical, health and life insurance benefits then currently being provided. Any such reopener shall be conducted in accordance with Article XIV of this Agreement.

2. If, during reopener negotiations, the University and the Association are unable to reach an agreement on all matters open for negotiation, the University shall have the right to unilaterally implement its final offer; provided, the University shall not unilaterally establish any new employee co-payment of insurance premiums nor alter existing formulas for calculating co-payment obligations in effect as of September 16, 1989; and provided further the University shall not unilaterally implement a benefit package for bargaining unit members that is not equivalent to or better than that provided to administrative and professional contract personnel.

C. Early Retirement.

1. The decision to retire is an individual matter. The University will provide advice and counsel to any faculty member who may wish to examine the possibilities available through early retirement. The individual faculty member should first determine his/her retirement status and options with the State Teachers Retirement System.

2. The University and the Association mutually recognize that under appropriate circumstances, and when appropriately structured and implemented, an early retirement incentive program may be mutually desirable. Accordingly, the Association hereby authorizes the University to develop and implement an early retirement incentive program at such time and under such terms and conditions as the University deems appropriate. The University shall only be obligated to provide the Association with information about the terms and conditions of the program prior to implementation.

D. Fee Remission. The general fee and the instructional fee shall be waived for eligible faculty members' spouses and also for dependent children to age 28, which overall eligibility requirements will not be greater than those specified in the University's revised Administrative Policy Regarding Tuition Benefits published at 3342-6-24 of the University Policy Register.

Section 6. Twelve month contracts

A. 1. Bargaining unit members with twelve (12) month contracts will receive across the board increases which are 2/9 greater than the amount awarded for bargaining unit members with nine (9) month contracts whenever fixed amounts, rather than percentage increases, are negotiated.

Summary of Previous Provisions

Pertinent provisions for insurance and other benefits from preceding modifications and extensions of the Collective Bargaining Agreement are listed below.

A. **Beginning academic year 1979-80.** From the Modification and Extension of the Collective Bargaining Agreement approved September 16, 1979:
   1. [A provision defining life insurance coverage has been superseded and augmented by subsequent modifications effective academic year 1983-84 and January 1, 1988.]
   2. Effective October 1, 1979, comprehensive out-patient diagnostic services, including out-patient laboratory, x-ray, physical therapy and radiology coverage shall be provided under the existing Blue Cross program in accordance with the amount and coverage rules set forth in a revised Blue Cross insurance contract.

B. **Beginning academic year 1981-1982.** From the Modification and Extension of the Collective Bargaining Agreement approved August 23, 1981:

   The University will extend to members of the Faculty bargaining unit the same dental insurance program extended to civil service employees. Such dental insurance will be available August 1, 1981.

C. **Beginning academic year 1982-1983.** From the Modification and Extension of the Collective Bargaining Agreement approved August 22, 1982:
   1. The University will extend to members of the faculty bargaining unit insurance coverage for outpatient diagnostic laboratory and x-ray examination services performed in a doctor's office or clinic.
   2. The University will include Vision Care within the Major Medical Insurance program.
   3. The University will increase the age for dependent coverage for qualified unmarried dependents from 23 to 25 years of age.

D. **Beginning academic year 1983-1984.** From the Modification and Extension of the Collective Bargaining Agreement approved August 21, 1983:

   [A provision further redefining life insurance coverage has been superseded and augmented by subsequent modification effective January 1, 1988.]

E. **Beginning academic year 1984-1985.** No modifications to benefits were incorporated in the Modification and Extension to the Collective Bargaining Agreement approved August 19, 1984.

F. **Beginning academic year 1985-1986.** From the Modification and Extension of the Collective Bargaining Agreement effective August 25, 1985:

1. Effective October 1, 1985, a second opinion prior to certain specified elective surgical procedures shall be required to assure full benefits coverage under the basic and major medical programs. If a second surgical opinion is not obtained for the specified procedures, then the benefits payment will be at 50% after application of the major medical deductible.

   The charges of a physician for the second surgical opinion, and for a third if the second opinion conflicts with the first, shall be reimbursed at 100% of reasonable and customary charges as established by the carrier. Charges for a second (or third) surgical opinion are not covered if:

   a) the physician rendering the opinion is associated or in practice with the physician who recommended and will perform the surgery; or

   b) the physician rendering the surgical opinion performs a surgical procedure as a result of the opinion; or

   c) the charges for the proposed surgical or oral surgical procedure are not covered under the basic major medical plan.

G. **Beginning academic year 1987-1988.** From the Collective Bargaining Agreement effective September 16, 1987:

1. Effective January 1, 1988, the University will modify its life insurance benefit in order to provide each member of the bargaining unit with life insurance equal to two hundred and fifty percent (250%) of his/her annual contract salary, up to a maximum of $100,000, subject to a reduction clause which provides that life insurance and accidental death and dismemberment coverages in force on the day before the first day of the month in which age 60 is reached will be reduced to: 65 percent at age 60; 50 percent at age 65; 30 percent at age 70; and 20 percent at age 75. The reduction will take effect on the first day of the calendar month in which the specified age is reached.

2. Effective November 1, 1987, the University shall pay the full cost for increasing the lifetime maximum benefit on major medical insurance coverage to $500,000.

ARTICLE X
No Strike No Lockout

Section 1.

The Association and its officials will not cause, support, or condone, nor shall any employee or employees take part in any action that would diminish the quantity or quality of work performed by members of the bargaining unit or in any way interfere with the operations of the University during the life of this Agreement.

Section 2.

The University shall not conduct a lockout of bargaining unit members during the term of this Agreement.

Section 3.

Neither the Association nor any member of the bargaining unit shall engage in any action in violation of O.R.C. §4117.18. The Association further agrees to strictly observe the requirements of O.R.C. Chapter 4117 and the rules of the Ohio State Employment Relations Board relating to strikes. The University expressly retains all rights accorded it pursuant to O.R.C. Chapter 4117 in responding to any strike prohibited under this agreement or not authorized pursuant to O.R.C. Chapter 4117.

Section 4.

Any member of the bargaining unit who engages in any activity in violation of the above Section 1 during the term of this Agreement shall be subject to the imposition of sanctions up to and including dismissal for cause, as determined by the University. The sole question that may be submitted to the Grievance and Appeals procedure of this Agreement is whether or not the bargaining unit member actually violated the above Section 1.

ARTICLE XI
Association Rights

The University hereby agrees to extend to the Association general accessibility to University services and facilities on the same basis that such are made available to other outside organizations so long as such accessibility to University services and facilities is not used by the Association to gain support for or in furtherance of any activity that would be in violation of Article X of this Agreement.

In addition, the University agrees to make available to the Association during the term of this Agreement such data and information that is relevant to the enforcement or negotiation of this Agreement under the same general guidelines that would be applicable if the parties to this Agreement were subject to the National Labor Relations Act. The Association hereby agrees to waive any and all rights it might otherwise have under Ohio Rev. Code Ch. 4117, as it may hereinafter be amended or interpreted by the State Employment Relations Board, to request or receive data and information from the University.

ARTICLE XII
Notification of Nonreappointment and Resignation

Section 1. Notification of Nonreappointment

The following dates are established for the notification of probationary faculty who are not being reappointed:

Probationary Year of Employment	*Notification Period*
First Year	By March 1
Second Year	By December 15
Third Year	Twelve Months
Fourth Year	Twelve Months

Section 2. Resignation

Any member of the faculty who is resigning from the University must notify in writing the Vice President for Academic Affairs at least sixty (60) calendar days prior to the end of the regular academic year.

ARTICLE XIII
Miscellaneous

Section 1. Separability, Savings, and Applicable Law

It is recognized that the University, being a public employer, is subject to many statutory provisions that impact upon many of the Articles and Sections in this Agreement. Thus, should any portion of this Agreement be found by a duly constituted authority to be in conflict with any applicable law, then such conflicting portion of this Agreement shall be rendered null and void and the applicable law shall be controlling. The invalidation of any portions of this Agreement in accordance with this Section shall not affect the legality and enforceability of the remainder of this Agreement.

Section 2. Additions or Modifications to Agreement

During the term of this Agreement, either party may request that any matter relating to the contents of this Agreement be scheduled for discussion between the parties. While each party agrees to meet at reasonable times to discuss any such matter raised by the other party, it is expressly understood and agreed that neither party is under any obligation to negotiate and/or agree upon any change, modification or supplement to this Agreement during the term hereof, except as set forth in Article XIV, Section 1. To facilitate the implementation of this Agreement and to assure a continuing dialogue on matters of mutual concern, the parties accept the concept of periodic meetings. Either party may request that a meeting be held to discuss implementation or problems, which meeting shall be held as quickly as is convenient following such request.

Section 3. Except as expressly set forth in this Agreement, the University shall not be obligated to continue any practice, policy, pronouncement or benefit and the continuation or modification of any such practice, policy, pronouncement or benefit shall not be considered as creating an obligation to continue that or any other practice, policy, pronouncement or benefit.

Section 4. Academic Year

It is agreed that the regular academic year will consist of two (2) semesters as defined on the individual employment contracts. It is understood that the regular academic year does

not include any summer or intersessions referenced in Article VI of this Agreement.

Section 5. The University and the Association shall not discriminate against any individual for participating in or for the use of this contract.

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ARTICLE XIV
Duration and Negotiation Procedure

Section 1. The effective date of this Agreement shall be the 16th day of September, 1989. Except as changes, amendments, or supplements may be mutually agreed to during its term, this Agreement shall continue in full force and effect until 12:01 A.M. on September 16, 1992, and from year to year thereafter unless either party shall at least one hundred twenty (120) days but not more than one hundred thirty-five (135) days prior to the expiration date or any anniversary thereof notify the other party in writing of its desire to amend or terminate this Agreement. In the event that such notice is given, the parties agree to meet within ten (10) days.

Section 2. As provided in Article IX, Section 5.B, the University may, at any time after January 1, 1990, give to the Association notice in writing of its desire to renegotiate the existing insurance benefits provided to bargaining unit members pursuant to Article IX, Section 5.A. In the event such notice is given, the parties agree to meet within ten (10) days.

Section 3.

A. The parties hereby adopt the following mutually agreed upon and exclusive procedure and provisions for negotiations and dispute resolution, both with respect to any benefits reopener as set forth in the preceding Section 2 and with respect to negotiations for a new or amended agreement conducted pursuant to Section 1 hereof.

B. The Association and the University shall each select its own core bargaining committee of not more than five (5) members. The Association and the University will exchange, in writing, the names of the members of their respective core bargaining committees on or before the date of the first negotiation session. Further, each side will designate a chief negotiator and advise the other party of such designation in writing.

C. In the event that either the University or the Association plan to bring any additional resource people to a negotiating session, at least twenty-four (24) hours' notice of such intention shall be given to the other party. Each party will normally be represented by not more than five (5) persons, inclusive of resource persons, at any negotiating session.

D. Negotiation sessions will be conducted as frequently as the parties determine. If either party is unable to attend the scheduled session, at least twenty-four (24) hours' notice of said intention shall be given to the other party.

E. All negotiating sessions will be held at the University's Negotiations Suite, Building E, Apartments 814/816/818 of the Allerton Student Apartments, unless mutually agreed otherwise. It is agreed that should the Association's representatives desire access to the Negotiations Suite prior to the time negotiations are scheduled to commence on any particular day, it may make appropriate arrangements with the Director of the Office of Faculty Relations or his/her designated representative on a case-by-case basis. If the Association representatives desire to remain in the Negotiations Suite following the conclusion of any bargaining session, it may do so provided it is responsible for locking up when it departs.

F. Each negotiating team has authority to negotiate tentative agreements. The tentative agreement shall be subject to ratification by the Association membership, and subject to the approval of the Board of Trustees of the University. Any tentative agreements reached shall be drafted and initialed by both parties, but shall not become effective until a full contract is finally approved and executed.

G. It is the intent of both parties that negotiations be conducted at the bargaining table and not through the media. If both parties mutually agree that a joint statement to the media regarding negotiations is necessary or advisable, such must be mutually acceptable and shall be jointly released. Each party has the right to make periodic progress reports to the party's constituencies, though such reports shall be truthful and designed to be informative of the bargaining process.

H. Each side is responsible for taking its own notes during negotiations. No mechanical records of the sessions will be permitted.

Section 4

A. At any time during negotiations for a new or amended agreement conducted pursuant to Section 1 hereof, either party may declare an impasse and invite intervention by the Federal Mediation and Conciliation Service (FMCS). Each party shall cooperate fully with FMCS. The parties

will continue to bargain in good faith (with or without FMCS assistance). This shall constitute the parties' sole dispute settlement procedure and there shall be no other third party intervention, including those procedures set forth in O.R.C. §4117.14, unless both parties subsequently agree otherwise in writing. The mediation period shall terminate on the expiration date of this Agreement. In the event that parties are unable to reach an agreement ten (10) days prior to the expiration of the existing Agreement, then the Association shall have the right to proceed in accordance with Section 4117.14(D)(2) of the Ohio Revised Code, such right being modified by future changes, if any, to the Ohio Revised Code. During this ten-day period and to the expiration of the Agreement, either party may request continuation of mediation and negotiations. However, the Association expressly reserves its full statutory right to strike subsequent to September 16, 1992, if the intervention of FMCS has failed to produce a tentative agreement and the Association has given 10 days' prior written notice of intent to strike.

B. Should no agreement be reached by August 1, 1992, then the University shall issue continuation contracts to members of the bargaining unit who are being employed for the following academic year, which continuation contract shall be at the same salary and benefit levels and subject to the same terms and conditions as were in effect during the preceding academic year, and this Agreement, including Article IX and the continuation contracts, shall continue in full force and effect until terminated in accordance with the above Section 1. It is specifically agreed and understood that should such continuation contracts be issued, there is no guarantee that any eventual agreement on salary and benefit levels will be retroactive.

Section 5. With respect to any agreed upon reopener to renegotiate insurance benefits as set forth in Article IX, either party may declare an impasse and invite intervention by the Federal Mediation and Conciliation Service (FMCS). Each party shall cooperate fully with FMCS. The parties will continue to bargain in good faith (with or without FMCS assistance). This shall constitute the parties' sole dispute settlement procedure and there shall be no other third party intervention, including those procedures set forth in O.R.C. § 4117.14, unless both parties subsequently agree otherwise in writing. Upon impasse, the

University may unilaterally implement its final offer, subject to the provisions of Article IX, Section 5.B.2, and this Agreement, including Article IX, shall continue in full force and effect until terminated in accordance with Section 1 hereof.

Section 6. The parties by this Agreement have set forth their entire understanding on all matters which are or may properly be subject to collective bargaining. Furthermore, all matters subject to collective bargaining have been bargained upon whether or not such matters are included and they may not be made the subject of collective bargaining during the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of this 13th day of September, 1989.

KENT STATE UNIVERSITY	AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS, KENT STATE CHAPTER
By _____ Chairman, Board of Trustees	By _____ President
By _____ President	By _____ Secretary
By _____ Head, Negotiating Policy Committee	By _____ Chief Negotiator

ADDENDUM A
University Policy Regarding Promotion
As approved 11 September 1980

A. Promotion shall be viewed as a recognition of a faculty member's having contributed sustained and distinguished service to the department and/or regional campus to which the faculty member belongs.

1. For promotion purposes, the term "department" shall be understood to mean the lowest level academic unit which has budget status in which the faculty holds rank. The term "faculty" shall be understood to mean those who hold regular full-time tenure-track appointment.
2. Criteria which are appropriate to a particular department shall be formulated by that department in light of collegial and university standards and guidelines, the mission of the unit, and the demands of the discipline.

B. Recommendations for promotion shall be based upon two major classes of criteria. The first, "academic credentials and university experience," describes the normal minimums of credentials and time-in-rank necessary for promotion consideration. The second, "academic performance and service," refers to the record of actual performance and the accomplishments by the faculty member in academic and service areas. Judgments based on sex, race, color, age, national origin, religion, handicap, or political activity are expressly forbidden.

1. Academic credentials and university experience.

a) Assistant professor. A faculty member will not be considered for advancement to this rank until either completion of three years as an instructor and possession of at least the master's degree, or until the academic credentials minimally required for initial appointment at the assistant professor's level are achieved.

b) Associate professor. This is one of the two senior ranks in academia; accordingly a faculty member must possess the terminal degree in his/her discipline before promotion consideration. Exceptions can be made in particular cases, provided that such

exceptions can be justified by the candidate's department and are approved by the collegial dean, the associate vice president for the extended university (where appropriate), and the vice president for academic and student affairs. A faculty member will usually not be considered for advancement to this rank until completion of four years as an assistant professor, but in extraordinary cases may be considered after completion of fewer years as an assistant professor.

c) Full professor. As with the associate professorship, a faculty member must possess the terminal degree in his/her discipline before promotion consideration. Exceptions can be made in particular cases, provided that such exceptions can be justified by the candidate's department and are approved by the collegial dean, the associate vice president for the extended university (where appropriate), and the vice president for academic and student affairs. A faculty member will usually not be considered for advancement to this rank until completion of five years as an associate professor, but in extraordinary cases may be considered after completion of fewer years as an associate professor.

2. Academic performance, university and public service.

a) Criteria for assessing total academic performance shall be clearly formulated in writing by each department, and shall include determination of the relative weight of the three areas: instruction; scholarship, research, and creative activity; and university and public service.

b) Faculty who teach only in the regional campuses have a primary obligation for lower-division instruction. Consequently, a major emphasis for promotion shall be given to instruction and university and public service.

c) Faculty whose responsibilities do not include teaching may use annual peer and/or administrative evaluation.

d) For promotion to full professor, all candidates must be evaluated in all three areas.

i) Instruction. Although genuinely outstanding teaching, a crucial factor in promotion to any rank,involves a number of intangible factors, it can be identified and documented. Thus, departments shall provide a systematic procedure for assessing the quality of instruction and for identifying outstanding teaching by Kent campus and regional campus faculty. Such evaluations must include two or more procedures. One of these procedures must be either paragraph B.2.d)i)(*a*) or B.2.d)i)(*b*):

(a) Peer review of classroom teaching such as visitation and assessment of course syllabi and exams, etc. Departments are expected to have visited their regional campus faculty at the regional campus prior to evaluation.

(b) Evaluations by students summarized and available for review.

(c) Departments are encouraged to use as many other procedures which they deem appropriate such as:

(i) Evidence of significant involvement in curricular development and/or review.

(ii) Measures of student achievement such as student performance on nationally standardized examination, publications by students, etc.

(d) Documented evidence of quality teaching is necessary for promotion in rank for those whose assignment includes instruction.

ii) Scholarship, research and creative activity. The quality of scholarship and research is important to promotion and is a crucial factor in departments with graduate programs. Research, publication, significant creative activity, participation and leadership in professional

and learned societies, and other evidence of outstanding achievement, such as awards, patents, and copyrights, shall be weighed in consideration for promotion. Some examples of the above are:

(a) Publication of professional reviewed or refereed articles, monographs, or books in the candidate's field.

(b) Invited programs or presentations of papers at recognized professional meetings at the state, regional, national, or international levels.

(c) Appropriate creative professional activity such as exhibitions, performances, compositions, etc.

(d) Seeking and securing professionally reviewed research and/or service training grants, especially extramural grants.

iii) University and public service. Service to the university, school/college, regional campus, and/or department which fits the normal pattern is expected of all faculty members; outstanding service of this nature, however, shall be considered as part of the evidence for promotion. Significant public service related to a faculty member's profession also shall be considered as part of the evidence for promotion.

C. Only documented evidence of academic performance and university and public service will be used in assessing a faculty member's eligibility for promotion. If the candidate has previously been denied promotion, additional relevant evidence of performance and service is necessary.

D. **Promotion procedure.**

1. Due process is integral to an effective promotion policy. The guiding premise in the following procedure is that the most critical phase in promotion consideration occurs at the departmental level, or independent school level, including library administration. The recommendation shall be subject to review and assessment by extra-departmental faculty and academic administration.

2. All candidates for promotion to full professor must submit the names of at least three persons outside the university who are qualified to evaluate their achievements and from whom evaluation must be solicited by the department chairperson.

3. The department chairperson may also solicit other information from outside the university but must inform the candidate of the persons contacted.

4. In addition, the chairperson may consult with the dean regarding any letters the dean may wish to solicit for consideration at the departmental level and inform the candidate of such letters received.

5. Any agreement at the time of appointment concerning a candidate's future promotion must be approved in writing by the chairperson with the advice of the departmental faculty advisory committee. It also must be approved by the collegial dean and the vice president for academic and student affairs. If previous experience at another institution or in a related field is to be counted toward eventual promotion, that shall be made clear in such an agreement.

E. **Department level.** Any action for the promotion of a faculty member shall be initiated on the departmental level. (See paragraph A.1 for definition of department.)

1. Each fall term, the departmental faculty advisory committee shall review all faculty members below the rank of full professor in the department, and from them nominate by simple majority vote a list of nominees for promotion. To this list must be appended any names submitted by persons in their own behalf, by the department chairperson, and/or by an academic administrative officer of the university. Those nominated shall be notified by the department chairperson and permitted to withdraw their names if they wish. Faculty with dual appointments shall be promoted in their primary department after consultation with the secondary department as specified in rule 3342-6-47 of the Administrative Code.

2. Faculty members being considered for promotion are responsible for developing, organizing, and submitting to the department chairperson the evidence supporting their candidacy for promotion. The department chair-

person will review the file with the candidate for promotion in order to insure that the file is complete and will prepare a statement indicating that the file is complete which will be signed by both the candidate and the department chairperson. Consideration of those nominated shall be undertaken by a departmental promotions committee chaired by the department chairperson as a nonvoting member and made up of the tenured members of the departmental faculty advisory committee and any tenured full professors of the department who may not be on the faculty advisory committee. The chairperson of the committee shall invite written comments from all tenured and nontenured faculty members not serving on the committee.

3. Members of this committee on leave of absence or absent for justifiable reasons shall be notified of the nominations and shall vote by absentee ballot, or they may request from the committee the right to abstain from voting. If the promotions committee consists of fewer than four members, then a special procedure for enlarging it shall be developed by the department chairperson, or the regional campus dean in the case of regional campuses, with the advice of the faculty advisory committee and the assistance of the collegial dean or, where appropriate, the associate vice president for the extended university, and the approval of the vice president for academic and student affairs.

   a) Candidates for promotion in the regional campuses must submit a copy of their file to the appropriate regional campus faculty advisory committee which shall function as the campus promotions committee. This committee shall have made available to it all relevant data developed by the faculty member concerning his/her promotion candidacy. This committee shall make a timely recommendation for its support or nonsupport of the promotion of the candidate to the regional campus dean with a copy to the chairperson of the candidate's department for inclusion in the candidate's file. When the recommendation is for nonsupport, a summary of the reasons shall be made a part of the notification letter sent to the candidate by the chairperson of the campus faculty advisory committee. In addi-

tion, the letter shall indicate that if the candidate wishes to respond to the recommendation for non-support, such a response must be made to the campus dean and copied to the departmental chairperson within ten working days of receipt of the notification letter.

b) The chairperson shall discuss his/her estimate of the strengths and weaknesses of each candidate with the departmental promotions committee. Also, this committee shall have made available to it all relevant data developed by the faculty member concerning his/her promotion candidacy.

c) These materials shall be the subject of candid discussion by the committee, except that no member shall be present while the committee discusses or votes on the promotion of a spouse or relative and no member other than the chairperson (who shall not be present when his/her own promotion is discussed) shall be present while the committee discusses or votes on promotions to a rank higher than that of the individual member.

d) Thereafter, each voting member shall indicate by a signed ballot "yea" or "nay." Shortly thereafter, each voting member shall confirm that vote by a signed statement supporting the vote. Such peer evaluations are important to the promotions process and should be considered carefully by their author. Complete statements with careful attention given to analysis and data are necessary.

e) The department chairperson shall record the vote tally and report this to the committee, which has the option to vote a second time on any candidate.

4. Approval of at least three-fourths of the members of the promotions committee who vote (excluding those abstaining for justifiable reasons under paragraph E.2 of this rule) shall be required for a departmental recommendation to the chairperson for promotion.

5. The chairperson shall assemble the recorded votes, along with supporting statements, on all candidates, as well as other documents relevant to the promotions. The department chairperson shall weigh and assess all relevant information on all candidates, regardless of

the percentage vote, and decides whether it is in the best interest of the department to endorse the promotion of the candidate. He/she shall record his/her decision, along with a signed statement supporting it.

a) In the case of candidates from independent schools/library administration, if the decision of the dean/director or the recommendation of the promotions committee is positive, the candidate's file is forwarded to the graduate dean (where appropriate), to the associate vice president for the extended university (where appropriate), and to the vice president for academic and student affairs.

b) If the recommendation of the promotions committee is positive and the decision of the chairperson negative, the chairperson shall forward his/her decision and a summary of the advice of the departmental promotions committee to the dean and notify the candidate. If the candidate chooses, he/she may appeal the chairperson's decision to the dean, not later than five working days after receipt of the chairperson's notification. The dean shall then review the candidate's case, not separately as an appeal, but with all other promotion files which have come forward positively.

6. The chairperson shall inform the offices of the appropriate collegial dean, the associate vice president for the extended university (where appropriate), the graduate dean (where appropriate), and the vice president for academic and student affairs. The file must be completed and closed at the departmental level and no material added except as provided for in paragraph G. of this rule.

7. Prior to the date designated as the submission date for departmental recommendations to the dean of the college, a department chairperson shall notify the candidate of his/her recommendation to the dean as well as the advisory recommendation of the promotions committee, including the numerical vote. Where the vote is negative, a summary of the reasons given by the negative voters, but not their names, shall be made a part of the notification letter sent to the candidate. Also included in the notification letter shall be a sum-

mary of the chairperson's reasons for not recommending promotion to the dean. In addition, the letter shall indicate that if the candidate wishes to appeal, such intent shall be expressed to the next higher academic officer in writing within ten working days of receipt of the chairperson's letter. Copies are sent to the appropriate deans, the associate vice president for the extended university (where appropriate), and to the vice president for academic and student affairs. In the case of the independent schools, copies are sent directly to the vice president for academic and student affairs.

F. **The college level.** The dean shall conduct a review of the departmental actions and shall convene the college advisory committee, which shall function as the college promotions committee. On the basis of the qualifications of the candidate, this committee shall evaluate all endorsements deriving from the departmental level, and recommend to the dean either promotion or denial of promotion.

1. The dean shall be the chairperson and a nonvoting member of the college promotions committee. This committee shall have made available to it all data developed by the department. In the case of regional campus faculty, the appropriate regional campus dean shall submit a recommendation to the collegial dean. These materials shall be the subject of candid discussion by the committee, except that no member shall be present while the committee deliberates or votes on his/her own promotion or on that of a spouse or relative. Members of the college promotions committee may not vote on candidates from their own department.
2. Thereafter, each voting member shall indicate by a signed ballot "yea" or "nay."
3. The dean shall record the vote tally and report this to the committee, which has the option to vote a second time on any candidate.
4. Approval of at least a majority of the members of the promotions committee who vote (excluding those who abstain for justifiable reasons under paragraph E.2) shall constitute a recommendation for promotion by the collegial promotions committee to the dean.

5. The dean shall prepare a written statement in which is recorded the recommendation of the collegial promotions committee, along with the numerical vote. In addition, the dean shall forward a recommendation for approval or disapproval.

   a) For Kent campus candidates, the dean's statement and candidate's file are forwarded to the vice president for academic and student affairs.

   b) For regional campus candidates, the dean's statement and candidate's file are forwarded to the associate vice president for the extended university.

6. If, after carefully considering the advice of the committee, the dean makes an unfavorable recommendation, the dean shall inform the individual faculty member concerned, in writing, of the recommendation and the reasons therefor, and send a copy to the department chairperson and, in the case of regional campus faculty, the regional campus dean and the associate vice president for the extended university. Such a communication to a candidate whose promotion has not been recommended for approval by the dean should also indicate that if the candidate wishes to appeal, notification of such intent shall be sent in writing within ten working days of receipt of the dean's letter.

G. **The graduate college.**

1. The dean of the appropriate graduate college, if different from the collegial dean, will submit a timely recommendation to the vice president for academic and student affairs for approval or disapproval of the promotion of any candidate who is approved for graduate instruction.

2. If the dean makes an unfavorable recommendation, the dean shall inform the individual faculty member concerned, in writing, of the recommendation and the reasons therefor, and send a copy to the departmental chairperson, collegial dean, and the associate vice president for the extended university (where appropriate). Such a communication to a candidate whose promotion has not been recommended shall also indicate that the candidate has the right to insert in his file comments concerning the graduate dean's rec-

ommendation within ten working days of receipt of the dean's letter.

H. **The associate vice president for the extended university.** The associate vice president for the extended university shall conduct a review of the collegial actions and shall make a timely recommendation to the vice president for academic and student affairs for approval or disapproval of the promotion of any candidate who is assigned to the regional campuses.

1. To aid in making a recommendation, the associate vice president for the extended university may consult with any administrative and/or faculty body or persons whose opinion is deemed desirable.
2. If the associate vice president makes an unfavorable recommendation, the candidate concerned shall be informed, in writing, of the recommendation and the reasons therefor, and a copy sent to the departmental chairperson and the collegial dean. Such communication to the candidate whose promotion has not been recommended shall also indicate that if the candidate wishes to appeal, such intent shall be expressed to the vice president for academic and student affairs, in writing, within ten working days of receipt of the associate vice president's letter.

I. **The vice president for academic and student affairs.** The vice president for academic and student affairs shall conduct a review of the independent school/college and regional campus level actions and shall make an academic administrative recommendation on promotions forwarded in the manner previously described with notice to the president.

1. To aid in making a recommendation, the vice president for academic and student affairs may consult with any administrative and/or faculty body or persons whose opinion is deemed desirable.
2. The vice president for academic and student affairs shall provide written notification to the candidates for promotion of the action taken. Such notification shall be made at least one week prior to the date designated as the submission date for recommendations for promotion by the president to the board of trustees. The communication to candidates whose promotions are not

approved shall include reasons why approval was withheld. Copies of each communication shall be sent to the appropriate dean and chairperson.

J. Any provision of paragraph B. or E. of this rule may be modified or deleted for an individual faculty member and/or particular academic unit upon recommendation of at least eighty percent of the members of the departmental promotions committee and with the approval of the departmental chairperson. There must also be at least eighty percent approval by the appropriate college promotions committee and with approval of the dean. The vice president for academic and student affairs also must agree. Any such change must clearly state the rationale for the modification or deletion.

K. Any faculty member whose promotion has been disapproved at any level shall have the right to appeal to the next higher academic administrative officer. In the case of denial by the vice president for academic and student affairs, the appeal shall be to the president, or when appropriate to the joint appeals board (see collective bargaining agreement, Article IV, Section 2.D.). Appeals based upon a claim that established procedures have not been followed can only be made to the next higher academic administrative officer. All appeals must be initiated by the candidate in writing within ten working days of the candidate's receipt of the disapproval notification.

L. In no instance shall the chairperson, any member of the promotions committee, or any academic administrative officer violate the confidentiality of the promotion process.

Effective as a rule April 5, 1982
Promulgated under: R.C. §§111.15
Rule amplifies: ¶¶3341.01 to 3341.06

ADDENDUM B
University Policy Regarding Faculty Tenure
As revised 23 May 1989

A. Within the limitations of Ohio laws and after the successful completion of the specified probationary period and the evaluative process called for in this policy, Kent State University shall grant faculty members indefinite tenure as one means of insuring academic freedom.

1. The only faculty covered by this policy are those who hold full-time appointments to the regular ranks of the instructor, assistant professor, associate professor, or full professor. Such appointments as term, casual or continuing, part-time, lecturer, visiting, or adjunct and others are not included in these understandings.
2. Kent State University recognizes a limited appointment, that is, one automatically expiring after a specified time, when the appointment recommendation particularly notes such an automatic time limit and is accepted by the appointee. Such appointments are not included in these understandings.
3. This policy applies to administrative personnel who hold academic rank, but only in their capacity as faculty members.

B. "Indefinite tenure" is a right of a faculty member to continuous appointment to a professional position of specified locus in the university. The services of a faculty member with tenure may be terminated by the university only under policies stated elsewhere.

1. Tenure is granted in the unit of instruction, department or school specified in the appointment.
2. Tenure is granted either at the Kent campus or in the regional campuses system, but not both, as specified in the appointment.

C. In considering an individual for tenure, the length of time in the probationary rank and the dates of notice are related to the initial appointment rank.

1. Probationary periods and notice dates.
   a) An initial appointment at the rank of instructor or assistant professor shall be subject to the following probationary periods.

i) If the appointment carries no years of credit toward tenure the appointee shall receive written notification by the fifteenth of March of the fifth year of service that:

aa) Tenure will be granted. In this case the tenure shall be effective at the start of the next contract year; or

bb) A one-year extension of the probationary period is to be granted. In this case the appointee shall be reconsidered for tenure during the following year and be notified by the fifteenth of March of that year. In the event that tenure is then to be granted, it shall be effective at the start of the next contract year. In the event that tenure is not granted, the appointee shall receive a one-year terminal contract for the following academic year; or

cc) Tenure is not to be granted. In this case the appointee shall receive a one-year terminal appointment for the following academic year.

ii) If the appointment carries some years of credit toward tenure, the number of years shall be deducted from five and the provisions of paragraph C.1.*a)* shall be used with the new number replacing the five-year provision; thus if an assistant professor is hired with two years credit toward tenure, then the notification shall occur by the fifteenth of March of the third year of service. Except for an instructor promoted to assistant professor where the maximum number of years of credit toward tenure may be three, the maximum number of years of credit toward tenure may be two.

b) An initial appointment at the rank of associate professor, or of professor if, in gaining this rank the appointee was promoted from a lower rank which was held at another accredited institution of higher education, shall carry a probationary period of three years.

i) If tenure is awarded in consequence of the tenure review during the third full year of service, it shall become effective with the contract for the fourth year of service.

ii) If tenure is denied, the candidate shall receive written notification by the fifteenth of March of the third full year of service and shall receive a terminal appointment for the fourth year.

iii) If the probationary period is to be extended for one year, the candidate shall receive written notification by the fifteenth of March of the third full year of service and shall be resubmitted to a second, and final, tenure review in the year following.

aa) If tenure is awarded in consequence of the second tenure review, in the fourth year of service, it shall become effective with the contract for the fifth year of service.

bb) If tenure is denied in consequence of the second tenure review, in the fourth year of service, the candidate shall receive written notification by the fifteenth of March of the fourth year of service and shall receive a terminal appointment for the following year.

c) An initial appointment at the rank of professor, when the appointee held the rank of professor at another accredited institution of higher education, may carry tenure with the appointment.

2. Extension of the probationary period shall be limited to exceptional situations, as determined at the collegial or higher levels, and in no case shall the extension be for more than one year.

3. Since the purpose of the probationary period is to provide an opportunity for observation, time spent on leave of absence is not considered as part of the probationary period. Summer appointments are not counted within yearly appointments.

4. The conferring of tenure is a positive act by the university and as such a faculty member cannot receive tenure by default.

   a) If an untenured faculty member does not receive notification by the appropriate date, the fifteenth of March of the year in which the tenure review is scheduled to be conducted in accord with 1 above, the faculty member as part of his or her professional responsibility, shall have twenty days to inquire of the chairperson, dean, or vice president for academic and student affairs as to the status of his or her tenure decision. The university will have ten days in which to respond.

      i) In the event that the evaluative process has been conducted, the university will notify the individual and the decision will go forward as if the appropriate notification dates had been met.

      ii) In the extreme case that a candidate has not been evaluated for tenure at the proper time, he or she will be evaluated at the next regular evaluation period after the error has been detected with all relevant notification dates delayed accordingly.

   b) Any failure in procedural matters by the university or the faculty member shall not be sufficient cause for the conferring of tenure, the denial of tenure or the termination of employment.

D. The granting of tenure is a deliberate and important decision, initiated by a candidate's peers and eventually made by the trustees of the university. Since this decision could result in life-long employment at this institution for a faculty member, it should involve more than a mere survey of the candidate's minimum quantifiable activities. Essentially, those involved in making a tenure decision are asking the question, "Is this the kind of person we want as a colleague for the rest of his or her career?" The way that question is answered strongly influences the general quality of the university's faculty and thus the stature and well-being of the university.

1. The minimum criteria upon which tenure is granted are:
   a) The candidate will have the terminal degree in his or her discipline. Exceptions can be made in particular cases, provided that such exceptions can be justified by the candidate's department or school and are approved by the dean and the vice president for academic and student affairs.
   b) The candidate must submit evidence of successful teaching and continuing intellectual and professional activity. Such evidence should include but is not limited to: teaching evaluations, publications, grants, awards or other activities appropriate to the discipline, as specified by the candidate's unit of instruction.
   c) The acceptance of those reponsibilities assumed by faculty members in the area of service to the university and community will also be considered in the granting of tenure.
2. Promotion to the rank of associate professor or full professor shall confer tenure.
3. Specific criteria for tenure, especially those appropriate to a particular department or school, shall be formulated by the department or school in the light of collegial and university standards and guidelines, the mission of the unit and the demands of the discipline. These criteria will require the approval of the department or school, the dean, and the confirmation of the vice president for academic and student affairs.
4. In addition to university-wide criteria, those specifically agreed upon within a department or school shall be distributed in the unit's policy book and shall be distributed to all faculty members in the department or school as well as to all other individuals concerned with the tenure procedure.
5. Criteria based upon sex, race, creed, handicap, color or national origin are expressly forbidden.

E. The tenure committee of a department or school shall be composed of all tenured members of the unit's advisory committee and any tenured full professors who may not be members of the advisory committee. All actions involving

tenure are to be initiated by this committee. No member of the committee shall be present when the committee deliberates or votes on the tenure of an individual in a rank higher than that of the individual member of the tenure committee, or on the tenure of a spouse or relative.

F. In the four undergraduate colleges, tenured members of the elected college advisory committee shall serve as the college tenure committee to review recommendations and evaluations from the departments and schools and recommend to the dean in each case whether tenure should be granted or denied or an extension of the probationary period appropriately be considered. Members of the college tenure committee may not vote on candidates from their own department, nor may a member be present, participate or vote while the committee deliberates or votes on tenure of a spouse or relative.

G. The terms and conditions of every appointment, including any credit for previous academic appointment and specification of the year in which tenure procedures will take place, shall be stated in writing, which shall be in the possession of both Kent State University and the faculty member before the appointment is consummated.

H. Nothing in this policy shall operate retroactively to the disadvantage of faculty members holding full-time regular rank on June 8, 1978.

Effective as a rule October 11, 1985
Promulgated under: R.C. §§111.15
Rule amplifies: ¶¶3341.01 to 3341.06
Amended: Prior to November 4, 1977, September 18, 1978, August 31, 1979, and May 23, 1989.

ADDENDUM C
University Policy Regarding Teaching Load
Effective 24 August 1979

A. All regular, full-time faculty are expected to work full-time for the university. This does not mean that each contributes in the same way. Some professors are employed by mutual agreement between themselves and their departments solely for undergraduate teaching. For these persons the teaching load shall be twenty-four credit hours per academic year. Some professors are employed for a mixture of undergraduate teaching, graduate teaching, and the public research that is an inherent part of graduate education. Their teaching load shall be the equivalent of twenty-four credit hours of teaching and shall include formal class teaching and appropriate teaching credit for advising of individual investigations, seminars, research, theses, and dissertations.

B. Some professors may serve the public professionally and without remuneration in ways that lie outside the classroom, laboratory, or studio. When this service contributes toward fulfilling the goals of the university, it may be part of the load of that professor.

C. University service, such as committee work, is expected from all regular, full-time faculty as part of their normal service. In those few cases when such service is very heavy the vice president for academic and student affairs or the collegial dean may allow this service to be an appropriate part of the load of the professor.

D. Since the nature of work differs among departments, load regulations cannot be applied uniformly. Therefore, each department chairperson, along with the departmental faculty advisory committee, shall specify which kinds of loads shall be the equivalents of twenty-four credits of formal course teaching per academic year, with appropriate adjustments being made for graduate teaching, research involvement, direction of laboratory and studio sections, an excessive number of preparations by a new faculty member, and unusually large class sections. Upon approval by the collegial dean, these specifications shall be filed with the dean and with the vice president for academic and student

affairs. All regular full-time faculty in the department shall be informed of these departmental understandings.

E. Full-time temporary faculty normally are assigned to teaching responsibilities which will total fifteen credit hours per semester.

F. Nothing in this policy shall contravene the terms of any contract which may be in effect between the university and a recognized agent of the faculty for collective bargaining.

Effective as a rule August 24, 1979
Promulgated under: R.C. §§111.15
Rule amplifies: ¶¶3341.01 to 3341.06
Amended: Prior to November 4, 1977

REVISED ADDENDUM D-1

Kent State University
Regional Campuses
Overload and Summer Salary Schedule
Effective Fall Semester 1989

UNDERGRADUATE AND GRADUATE

Rank Load Hrs.	Instructor	Assistant	Associate	Professor
1.00	537.00	663.00	791.00	917.00
1.25	671.25	828.75	988.75	1,146.25
1.50	805.50	994.50	1,186.50	1,375.50
1.75	939.75	1,160.25	1,384.25	1,604.75
2.00	1,074.00	1,326.00	1,582.00	1,834.00
2.25	1,208.25	1,491.75	1,779.75	2,063.25
2.50	1,342.50	1,657.50	1,977.50	2,292.50
2.75	1,476.75	1,823.25	2,175.25	2,521.75
3.00	1,611.00	1,989.00	2,373.00	2,751.00
3.25	1,745.25	2,154.75	2,570.75	2,980.25
3.50	1,879.50	2,320.50	2,768.50	3,209.50
3.75	2,013.75	2,486.25	2,966.25	3,438.75
4.00	2,148.00	2,652.00	3,164.00	3,668.00
4.25	2,282.25	2,817.75	3,361.75	3,897.25
4.50	2,416.50	2,983.50	3,559.50	4,126.50
4.75	2,550.75	3,149.25	3,757.25	4,355.75
5.00	2,685.00	3,315.00	3,955.00	4,585.00
5.25	2,819.25	3,480.75	4,152.75	4,814.25
5.50	2,953.50	3,646.50	4,350.50	5,043.50
5.75	3,087.75	3,812.25	4,548.25	5,272.75
6.00	3,222.00	3,978.00	4,746.00	5,502.00
6.25	3,356.25	4,143.75	4,943.75	5,731.25
6.50	3,490.50	4,309.50	5,141.50	5,960.50
6.75	3,624.75	4,475.25	5,339.25	6,189.75
7.00	3,759.00	4,641.00	5,537.00	6,419.00
7.25	3,893.25	4,806.75	5,734.75	6,648.25
7.50	4,027.50	4,972.50	5,932.50	6,877.50
7.75	4,161.75	5,138.25	6,130.25	7,106.75
8.00	4,296.00	5,304.00	6,328.00	7,336.00

REVISED ADDENDUM D-2

Kent State University
Regional Campuses
Overload and Summer Salary Schedule
Effective Fall Semester 1990

UNDERGRADUATE AND GRADUATE

Rank Load Hrs	Instructor	Assistant	Associate	Professor
1.00	570.00	703.00	839.00	973.00
1.25	712.50	878.75	1,048.75	1,216.25
1.50	855.00	1,054.50	1,258.50	1,459.50
1.75	997.50	1,230.25	1,468.25	1,702.75
2.00	1,140.00	1,406.00	1,678.00	1,946.00
2.25	1,282.50	1,581.75	1,887.75	2,189.25
2.50	1,425.00	1,757.50	2,097.50	2,432.50
2.75	1,567.50	1,933.25	2,307.25	2,675.75
3.00	1,710.00	2,109.00	2,517.00	2,919.00
3.25	1,852.50	2,284.75	2,726.75	3,162.25
3.50	1,995.00	2,460.50	2,936.50	3,405.50
3.75	2,137.50	2,636.25	3,146.25	3,648.75
4.00	2,280.00	2,812.00	3,356.00	3,892.00
4.25	2,422.50	2,987.75	3,565.75	4,135.25
4.50	2,565.00	3,163.50	3,775.50	4,378.50
4.75	2,707.50	3,339.25	3,985.25	4,621.75
5.00	2,850.00	3,515.00	4,195.00	4,865.00
5.25	2,992.50	3,690.75	4,404.75	5,108.25
5.50	3,135.00	3,866.50	4,614.50	5,351.50
5.75	3,277.50	4,042.25	4,824.25	5,594.75
6.00	3,420.00	4,218.00	5,034.00	5,838.00
6.25	3,562.50	4,393.75	5,243.75	6,081.25
6.50	3,705.00	4,569.50	5,453.50	6,324.50
6.75	3,847.50	4,745.25	5,663.25	6,567.75
7.00	3,990.00	4,921.00	5,873.00	6,811.00
7.25	4,132.50	5,096.75	6,082.75	7,054.25
7.50	4,275.00	5,272.50	6,292.50	7,297.50
7.75	4,417.50	5,448.25	6,502.25	7,540.75
8.00	4,560.00	5,624.00	6,712.00	7,784.00

REVISED ADDENDUM D-3

Kent State University
Regional Campuses
Overload and Summer Salary Schedule
Effective Fall Semester 1991

UNDERGRADUATE AND GRADUATE

Rank Load Hrs	Instructor	Assistant	Associate	Professor
1.00	605.00	746.00	890.00	1,032.00
1.25	756.25	932.50	1,112.50	1,290.00
1.50	907.50	1,119.00	1,335.00	1,548.00
1.75	1,058.75	1,305.50	1,557.50	1,806.00
2.00	1,210.00	1,492.00	1,780.00	2,064.00
2.25	1,361.25	1,678.50	2,002.50	2,322.00
2.50	1,512.50	1,865.00	2,225.00	2,580.00
2.75	1,663.75	2,051.50	2,447.50	2,838.00
3.00	1,815.00	2,238.00	2,670.00	3,096.00
3.25	1,966.25	2,424.50	2,892.50	3,354.00
3.50	2,117.50	2,611.00	3,115.00	3,612.00
3.75	2,268.75	2,797.50	3,337.50	3,870.00
4.00	2,420.00	2,984.00	3,560.00	4,128.00
4.25	2,571.25	3,170.50	3,782.50	4,386.00
4.50	2,722.50	3,357.00	4,005.00	4,644.00
4.75	2,873.75	3,543.50	4,227.50	4,902.00
5.00	3,025.00	3,730.00	4,450.00	5,160.00
5.25	3,176.25	3,916.50	4,672.50	5,418.00
5.50	3,327.50	4,103.00	4,895.00	5,676.00
5.75	3,478.75	4,289.50	5,117.50	5,934.00
6.00	3,630.00	4,476.00	5,340.00	6,192.00
6.25	3,781.25	4,662.50	5,562.50	6,450.00
6.50	3,932.50	4,849.00	5,785.00	6,708.00
6.75	4,083.75	5,035.50	6,007.50	6,966.00
7.00	4,235.00	5,222.00	6,230.00	7,224.00
7.25	4,386.25	5,408.50	6,452.50	7,482.00
7.50	4,537.50	5,595.00	6,675.00	7,740.00
7.75	4,688.75	5,781.50	6,897.50	7,998.00
8.00	4,840.00	5,968.00	7,120.00	8,256.00